

BIDDING DOCUMENT

for

Supply and Delivery of

RS and GIS Laboratory Setup

National Competitive Bidding (NCB)

IFB No. PPCR/DHM/G/NCB-17

Project: Building Resilience to Climate Related Hazards Project
Purchaser: Department of Hydrology and Meteorology,
Building Resilience to Climate Related Hazards
Project, Project Management Unit, Naxal,
Kathmandu
Country: Nepal

Issued on:

Issued to:

Abbreviations

BDS.....	Bid Data Sheet
BD	Bidding Document
DCS.....	Delivery and Completion Schedule
DP	Development Partner
EQC	Evaluation and Qualification Criteria
GCC	General Conditions of Contract
GoN	Government of Nepal
ICC.....	International Chamber of Commerce
IFB	Invitation for Bids
Incoterms.....	International Commercial Terms
ITB	Instructions to Bidders
LGRS	List of Goods and Related Services
NCB	National Competitive Bidding
N/A.....	Not Applicable
PAN	Permanent Account Number
PPMO	Public Procurement Monitoring Office
SBD.....	Standard Bidding Document
SBQ.....	Schedule of Bidder Qualifications
SCC.....	Special Conditions of Contract
SR	Schedule of Requirements
TS.....	Technical Specifications
UNCITRAL	United Nations Commission on International Trade Law
VAT	Value Added Tax

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Department of Hydrology and Meteorology
Building Resilience to Climate Related Hazards Project
Project Management Unit, Nagpokhari, Naxal, Kathmandu.

Invitation for Bids for the Supply and Delivery of RS and GIS
Laboratory Setup

(Contract Identification No: PPCR/DHM/G/NCB-17)
Date of publication: June 11, 2015

Name of the Development Partner the World Bank
SCF Grant No TF013665

1. Government of Nepal has received a Grant from IDA towards the cost of Building Resilience to Climate Related Hazards Project and intends to apply part of the funds to cover eligible payments under the Contract for Supply and Delivery of **RS and GIS Laboratory Setup** contract identification number PPCR/DHM/G/NCB-17. Bidding is open to all eligible Bidders from all countries as defined in the World Bank Guidelines
2. The Department of Hydrology and Meteorology, Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu now invites sealed bids from eligible bidders for the procurement of **RS and GIS Laboratory Setup**. The completion period shall be 180 days from the date of signing the contract. No margin of preference shall be given to national bidders.
3. Bidding will be conducted through the National Competitive Bidding procedures as specified in Public Procurement Act, 2007 and Public Procurement Regulations, 2007. Eligible Bidders may obtain further information and inspect the bidding documents at the above office Telephone: +977-1-4433477, 4433563, 4436272 Facsimile Number: +977-1-4429919, e-mail: ppcr.brch@dhm.gov.np rajendra_706@hotmail.com cbhetuwal@yahoo.com , website: www.dhm.gov.np.
4. A complete set of Bidding Documents may be purchased by interested Bidders from the above office within July 10, 2015 during office hours on the submission of a written application along with the copy of Company/Firm Registration Certificate, upon payment of a non-refundable fee NRs 3000.00 for each set or may be downloaded Bidding Documents from www.bolpatra.gov.np and the e-Bidding procedure shall be specified in the Bid Document. If so requested, the Bidding Documents can also be sent by courier services/mail upon payment of additional cost of NRs. 1500.00 (One Thousand and Five Hundred Nepalese Rupees). However, the Purchaser will not be responsible for delay or non-delivery of the documents so sent.
5. Pre-bid meeting shall be held at Department of Hydrology and Meteorology, BRCH Project, Nagpokhari, Naxal, Kathmandu, Nepal on June 25, 2015 at 14:00 hours.
6. Sealed Bids must be submitted to the above office of Procurement Unit on or before 12:00 noon on July 12, 2015. Documents received after this deadline shall not be accepted.
7. Bids shall be opened in the presence of Bidders' representatives who choose to attend at **14:00 on July 12, 2015** at the address above. Bids must be valid for a period of **90 days** counting from the day of bid opening and must be accompanied by bid security of NRs 650,000/- (In words: Six Hundred Fifty Thousand Rupees Only), which shall be **valid for minimum 30 days** beyond the bid validity period.
8. If the last date of purchasing, submission and opening falls on a government holiday then the next working day shall be considered the last day. In such a case the bid validity and bid security validity shall be recognized with effect from the original bid submission deadline.
9. The Employer reserves the right to accept or reject, wholly or partly any or all the bids without as signing reason, whatsoever.

Section I. Instructions to Bidders

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

A. General

1. Scope of Bid	<p>1.1 The Purchaser <i>indicated in the BDS</i> issues this Bidding Document for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements.</p> <p>1.2 Throughout this Bidding Document :</p> <p>(a) the term “in writing” means communicated in written form with proof of receipt;</p> <p>(b) if the context so requires, singular means plural and vice versa; and</p> <p>(c) “day” means calendar day.</p>
2. Source of Funds	<p>2.1 GoN Funded: In accordance with its annual program and budget, approved by the GoN, the Purchaser intends to apply a portion of the allocated budget to eligible payments under the contract(s) <i>indicated in the BDS</i> for which this Bidding Document is issued.</p> <p>Or</p> <p>DP Funded: The GoN has applied for or received financing (hereinafter called “funds”) from the Development Partner (hereinafter called “the DP”) <i>indicated in the BDS</i> toward the cost of the project <i>named in the BDS</i>. The GoN intends to apply a portion of the funds to eligible payments under the contract(s) for which this Bidding Document is issued.</p> <p>2.2 DP Funded: Payment by the DP will be made only at the request of the GoN and upon approval by the DP in accordance with the terms and conditions of the financing agreement between the GoN and the DP (hereinafter called the “Loan Agreement”), and will be subject in all respects to the terms and conditions of that Loan Agreement. No party other than the GoN shall derive any rights from the Loan Agreement or have any claim to the funds.</p> <p>2.3 Public Entity's Resources Funded.</p>
3. Fraud and Corruption	<p>3.1 Anticorruption related laws require that GoN’s officials (including beneficiaries of funds), as well as bidders, suppliers, and contractors and their sub-contractors under GoN/DP-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, this bidding document;</p> <p>(a) defines, for the purposes of this provision, the terms set forth</p>

	<p>below as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; (ii) “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; (iii) “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party; (iv) “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party. (v) “obstructive practice” means: <ul style="list-style-type: none"> (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb) acts intended to materially impede the exercise of the GoN’s/DP’s inspection and audit rights provided for under sub-clause 3.5 below. <p>(b) will reject bid(s) if it determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>(c) will sanction a firm or individual, including declaring ineligible, for a stated period of time, to be awarded a GoN/DP-financed contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, a GoN/DP-financed contract.</p> <p>3.2 The Bidder shall not carry out or cause to carry out the following acts with an intention to influence the implementation of the procurement process or the procurement agreement :</p> <ul style="list-style-type: none"> (a) give or propose improper inducement directly or indirectly,
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	<ul style="list-style-type: none"> (b) distortion or misrepresentation of facts, (c) engaging in corrupt or fraudulent practice or involving in such act, (d) interference in participation of other competing bidders, (e) coercion or threatening directly or indirectly to cause harm to the person or the property of any person to be involved in the procurement proceedings, (f) collusive practice among bidders before or after submission of bids for distribution of works among bidders or fixing artificial/uncompetitive bid price with an intention to deprive the Employer the benefit of open competitive bid price, (g) contacting the Employer with an intention to influence the Employer with regards to the bids or interference of any kind in examination and evaluation of the bids during the period from the time of opening of the bids until the notification of award of contract. <p>3.3 Without prejudice to any other rights of the Purchaser under the related laws, GoN may blacklist a Bidder for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:</p> <ul style="list-style-type: none"> (a) if convicted by a court of law in a criminal offence which disqualifies the Bidder from participating in the contract, (b) If it is proved that the bidder has committed an act contrary to ITB 3.2. <p>3.4 A bidder declared blacklisted and ineligible by the GoN, Public procurement Monitoring Office (PPMO), and/or the DP in case of DP funded project, shall be ineligible to bid for a contract during the period of time determined by the GoN, PPMO and/or the DP.</p> <p>3.5 The Supplier shall permit the GoN/DP to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the GoN/DP, if so required by the GoN/DP.</p> <p>3.6 DP Funded: In pursuance of the fraud and corruption policy, the DP.</p> <ul style="list-style-type: none"> (a) will reject a proposal if it determines that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question; (b) will cancel the portion of the loan/ credit/ grant allocated to
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	<p>a contract if it determines at any time that representative(s) of the GoN or of a beneficiary of the fund engaged in corrupt, fraudulent, collusive, or coercive practices during the procurement or the execution of that contract, without the GoN having taken timely and appropriate action satisfactory to the DP to address such practices when they occur.</p>
4. Eligible Bidders	<p>4.1 This Invitation for Bids is open to eligible Bidders from all countries, except for any <i>specified in the BDS</i>.</p> <p>4.2 A Bidder may be a natural person, private entity, government-owned entity (subject to ITB 4.4) or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:</p> <ul style="list-style-type: none"> (a) all parties to the JV shall be jointly and severally liable; and (b) a JV shall nominate a representative who shall have the authority to conduct all businesses for and on behalf of any and all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution. <p>4.3 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, including but not limited to:</p> <ul style="list-style-type: none"> (a) have controlling shareholders in common; (b) receive or have received any direct or indirect subsidy from any of them; (c) have the same legal representative for purposes of this Bid; (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; (e) a Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which it is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid; or <p>a Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the</p>

	<p>subject of the bid.</p> <p>4.4 A Bidder that is under a declaration of ineligibility by the GoN/DP in accordance with ITB 3.4, at the date of the deadline for bid submission or thereafter, shall be disqualified.</p> <p>4.5 A GoN-owned enterprise may also participate in the bid if it is legally and financially autonomous, it operates under commercial law, and it is not dependent agency of the Purchaser.</p> <p>4.6 Bidders shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.</p> <p>4.7 Firms shall be excluded in any of the cases, if</p> <ul style="list-style-type: none"> (a) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations prohibits any import of goods or Contracting of works or services from that country or any payments to persons or entities in that country. (b) DP Funded: as a matter of law or official regulation, GoN prohibits commercial relations with that country, provided that the DP is satisfied that such exclusion does not preclude effective competition for the supply of goods or related services required; (c) DP Funded: a firm has been determined to be ineligible by the DP in relation to their guidelines or appropriate provisions on preventing and combating fraud and corruption in projects financed by them.
	<p>4.8 A bidder and all parties constituting the Bidder shall have the nationality of an eligible country as defined by the concerned DP for DP funded projects.</p> <p>4.9 The domestic Bidder who has obtained Permanent Account Number (PAN) and Value Added Tax (VAT) registration certificate(s) and Tax clearance certificate or proof of submission of tax return from the Inland Revenue Office shall only be eligible. The foreign bidder submitting the documents <i>indicated in the BDS</i> at the time of bid submission and a declaration to submit the document(s) <i>indicated in the BDS</i> at the time of contract agreement shall only be eligible</p>
5. Eligible Goods and Related Services	<p>5.1 All goods and related services to be supplied under the contract are eligible, unless their origin is from a country <i>specified in the BDS</i>.</p> <p>5.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied</p> <p>5.3 The origin of goods and services is distinct from the nationality of</p>

	the Bidder.
6. Site Visit	<p>6.1 For goods contracts requiring installation/ commissioning/ networking or similar services at site, the Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site and obtain all information that may be necessary for preparing the Bid and entering into a contract for the supply of goods and related services.</p> <p>6.2 The Bidder should ensure that the Purchaser is informed of the visit in adequate time to allow it to make appropriate arrangements.</p> <p>6.3 The costs of visiting the Site shall be at the Bidder's own expense.</p>

B. Contents of Bidding Document

7. Sections of the Bidding Document	<p>7.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read and construed in conjunction with any Addenda issued in accordance with ITB 9.</p> <p>PART 1 Bidding Procedures</p> <ul style="list-style-type: none"> • Section I. Instructions to Bidders (ITB) • Section II. Bid Data Sheet (BDS) • Section III. Evaluation and Qualification Criteria • Section IV. Bidding Forms <p>PART 2 Supply Requirements</p> <ul style="list-style-type: none"> • Section V. Schedule of Requirements <p>PART 3 Conditions of Contract and Contract Forms</p> <ul style="list-style-type: none"> • Section VI. General Conditions of Contract (GCC) • Section VII. Special Conditions of Contract (SCC) <p>Section VIII. Contract Forms</p> <p>7.2 The Purchaser will reject any Bid submission if the Bidding Document was not purchased directly from the Purchaser, or through its assigned office <i>as stated in the BDS</i>.</p> <p>7.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document as well as in Amendments, if any. Failure to furnish all information or documentation required by the Bidding Document may result in the rejection of the Bid.</p> <p>7.4 The Invitation for Bids issued by the Purchaser is not part of the</p>
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	Bidding Document
8. Clarification of Bidding Document/Pre-bid meeting	<p>8.1 A prospective Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address <i>indicated in the BDS</i>. The Purchaser will respond in writing to any request for clarification, provided that such request is received within the time limit <i>specified in the BDS</i> prior to the deadline for submission of Bids. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Document directly from it, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and 24.2.</p> <p>8.2 The purchaser may organize a pre-bid meeting of Bidders at least ten (10) days before the deadline for submission of Bids at the place, date and time as <i>specified in the BDS</i> to provide information relating to Bidding Documents, Technical specifications and the like matters. Should the purchaser deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so following the procedure under ITB 9 and ITB 24.2.</p>
9. Amendment of Bidding Document	<p>9.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addenda.</p> <p>9.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser.</p> <p>9.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB 24.2.</p>

C. Preparation of Bids

10. Cost of Bidding	10.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
11. Language of Bid	11.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language <i>specified in the BDS</i> . Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language <i>specified in the BDS</i> , in which case, for purposes of interpretation of the Bid, such translation shall govern.
12. Documents	12.1 The Bid shall comprise the following:

Comprising the Bid	<ul style="list-style-type: none"> (a) Bid Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 13, 15, and 16; (b) Bid Security in accordance with ITB 21; (c) alternative bids, if permissible, in accordance with ITB 14; (d) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB 22; (e) documentary evidence in accordance with ITB 17 establishing the Bidder's eligibility to bid; (f) documentary evidence in accordance with ITB Clauses 18 and 31, that the Goods and Related Services conform to the Bidding Document; (g) documentary evidence in accordance with ITB 19 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and (h) any other document required in the BDS.
13. Bid Submission Sheet and Price Schedules	<p>13.1 The Bidder shall submit the Bid Submission Sheet using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.</p> <p>13.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms</p>
14. Alternative Bids	<p>14.1 Unless otherwise <i>indicated in the BDS</i>, alternative bids shall not be considered.</p>
15. Bid Prices and Discounts	<p>15.1 The Bidder shall complete the appropriate Price Schedule and the sources of Goods schedules included herein, stating the unit prices, total cost per item, the total Bid amount and the expected countries of origin of the Goods to be supplied under the contract.</p> <p>15.2 Prices quoted in the Price Schedules shall be entered separately in the following manner:</p> <ul style="list-style-type: none"> i. the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable: (i) on the components and raw materials used in the manufacture or assembly of goods quoted ex works or ex factory; or (ii) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom or off-the-shelf; ii. the price for inland transportation, insurance, and other costs incidental to delivery of the goods to their final

	<p>destination, if <i>specified in the BDS</i>;</p> <p>iii. the price of other (incidental) services, if any, <i>listed in the BDS</i>.</p> <p>15.3 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise <i>specified in the BDS</i>. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected, pursuant to ITB 31. However, if in <i>accordance with the BDS</i>, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.</p> <p>15.4 The terms EXW shall be governed by the rules prescribed in the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.</p> <p>15.5 The Bidder's separation of price components in accordance with ITB 15.1 above will be solely for the purpose facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.</p> <p>15.6 If the Bidder intends to offer any unconditional discount, it shall always be expressed in fixed percentage and that shall not vary as the quantity varies and be applicable to each unit rate. The methodology for its application shall be provided in bid submission sheet.</p>
16. Currencies of Bid	<p>16.1 All Prices shall be quoted in Nepalese Rupees.</p>
17. Documents Establishing the Eligibility of the Bidder	<p>17.1 To establish their eligibility in accordance with ITB 4, Bidders shall:</p> <ul style="list-style-type: none"> (a) complete the eligibility declarations in the Bid Submission Sheet, included in Section IV, Bidding Forms; and (b) if the Bidder is an existing or intended JV in accordance with ITB 4.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate. (c) submit the copy of the documents as <i>specified in BDS</i>.
18. Documents Establishing the Conformity of the Goods and Related Services to the Bidding	<p>18.1 To establish the conformity of the Goods and Related Services to the Bidding Document, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and Related Services conform to the requirements specified in Section V, Supply Requirements.</p> <p>18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item-by-item</p>

<p>Document</p>	<p>description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to those requirements, and if applicable, a statement of deviations and exceptions to the provisions of Section V, Schedule of Requirements.</p> <p>18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Section V, Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in Section V, Schedule of Requirements.</p>
<p>19. Documents Establishing the Qualifications of the Bidder</p>	<p>19.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Purchaser's satisfaction that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.</p> <p>19.2 If so <i>required in the BDS</i>, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in Nepal and take care of the warranty provided.</p> <p>19.3 If so <i>required in the BDS</i>, a Bidder that does not conduct business within Nepal shall submit evidence that it will be represented by an Agent in Nepal equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.</p> <p>19.4 A foreign Bidder wishing to have or already having a local agent shall state the following:</p> <ul style="list-style-type: none"> a. Name and address of the Agent/Representative, b. The Agent/Representative providing type of services, c. Amount of commission if the Agent/Representative is entitled to get such payment and if it participates in the procedure of payment, d. Other agreement with Agent/Representative, if any, e. Bidder shall certify in the Letter of Authorization as follows: "We certify that the statement and disclosure made by us on the above are complete and true to the best of our knowledge and belief", If the agent has not been appointed:

	<p>f. Source of information about tender invitation,</p> <p>g. The remuneration given to the individual or firm/company or organization to work on its behalf for submitting tender, representation in the bid opening and other required action in connection with the tender,</p> <p>h. Transfer or handover an evidence of foreign currency exchanged which required to be submitted with the tender,</p> <p>i. If the bank account of any Nepali citizen has been used for the exchange of foreign currency specify the name of the individual and his address. If the foreign currency has been exchanged by self then the certificate of currency exchange.</p> <p>19.5 If a foreign Bidder in its Bid, has not provided the information mentioned in ITB 19.4 or has submitted its bid stating that the Bidder does not have a local agent and later it is proved that the bidder has a local agent or it is proved that the commission mentioned in the Bid is less than the commission received by the local agent then the Purchaser shall initiate proceedings to blacklist such bidder in accordance with ITB 3.2.</p>
20. Period of Validity of Bids	<p>20.1 Bid shall remain valid for a period <i>specified in the BDS</i> after the bid submission deadline date prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as nonresponsive.</p> <p>20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB 21, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.</p>
21. Bid Security	<p>21.1 The Bidder shall furnish as part of its bid, in original form a Bid Security as <i>specified in the BDS</i>.</p> <p>21.2 If a bid security is specified pursuant to ITB 21.1, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:</p> <p>(a) original copy of an unconditional bank guarantee from "A" class commercial bank or;</p> <p>(b) original copy of cash deposit voucher in the Employer's Account as <i>specified in BDS</i>.</p> <p>In case of a bank guarantee, the Bid Security shall be submitted using the Bid Security Form included in Section IV, Bidding Forms. The form must include the complete name of the Bidder. The Bid Security shall be valid for minimum thirty (30) days</p>

	<p>beyond the end of the validity period of the bid. This shall also apply if the period for bid validity is extended.</p> <p>The bid security issued by any foreign Bank outside Nepal must be counter guaranteed by an "A" class Commercial Bank in Nepal.</p> <p>21.3 If a bid Security is required in accordance with ITB 21.1, any Bid not accompanied by an enforceable and compliant Bid Security in accordance with ITB 21.2, shall be rejected by the Purchaser as nonresponsive.</p> <p>21.4 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of unsuccessful Bidders shall be returned within three (3) days upon the successful Bidder furnishing of the signed Contract Agreement and the Performance Security pursuant to ITB 42.</p> <p>21.5 If a Bid Security is specified pursuant to ITB 21.1, the Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract Agreement and furnished the required Performance Security.</p> <p>21.6 The Bid Security may be forfeited:</p> <ul style="list-style-type: none"> (a) if a Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB 20.2; or (b) if the successful Bidder fails to: <ul style="list-style-type: none"> (i) sign the Contract in accordance with ITB 42; or (ii) furnish a Performance Security in accordance with ITB 42. <p>21.7 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB 17.1.</p>
<p>22. Format and Signing of Bid</p>	<p>22.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB 12 and clearly mark it "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number <i>specified in the BDS</i> and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.</p> <p>22.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as <i>specified in the BDS</i> and shall be attached to the Bid.</p> <p>22.3 Any amendments such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p>

D. Submission and Opening of Bids

<p>23. Sealing and Marking of Bids</p>	<p>23.1 Bidders may always submit their bids by mail or by hand or by courier, but in any means bid must be delivered within the deadline of submission as mentioned in ITB 24. When so <i>specified in the BDS</i>, Bidders have the option of submitting their bids electronically. Bidders submitting bids electronically shall follow the electronic bid submission procedures <i>specified in the BDS</i>.</p> <p>23.2 Bidders submitting bids by mail or by hand or by courier shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB 14, in separate sealed envelopes, duly marking the envelopes as “ORIGINAL”, “ALTERNATIVE” and “COPY.” These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB 23.3 and 23.4.</p> <p>23.3 The inner and outer envelopes shall:</p> <ul style="list-style-type: none"> (a) bear the name and address of the Bidder; (b) be addressed to the Purchaser in accordance with ITB 23.1; and (c) bear a warning "NOT TO OPEN BEFORE THE TIME AND DATE FOR BID OPENING". <p>23.4 If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.</p>
<p>24. Deadline for Submission of Bids</p>	<p>24.1 Bids must be received by the Purchaser at the address and no later than the date and time <i>indicated in the BDS</i>.</p> <p>24.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB 9, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>25. Late Bids</p>	<p>25.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB 25. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.</p>
<p>26. Withdrawal, or Modification of Bids</p>	<p>26.1 A Bidder may withdraw or modify its Bid after it has been submitted by sending a written Notice in a sealed envelope, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB 22.2 (except that Withdrawal Notices do not require copies). The corresponding withdrawal or modification of the Bid must accompany the</p>

	<p>respective written Notice. All Notices must be:</p> <ul style="list-style-type: none"> (a) submitted in accordance with ITB 22 and 23 (except that Withdrawal Notices do not require copies), and in addition, the respective envelopes shall be clearly marked “Withdrawal”, “Modification”; and (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB 24. <p>26.2 Bids requested to be withdrawn in accordance with ITB 26.1 shall be returned unopened to the Bidders.</p> <p>26.3 No Bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.</p>
27. Bid Opening	<p>27.1 The Purchaser shall conduct the bid opening in public in the presence of bidder or its representative who chose to attend at the address, date and time <i>specified in the BDS</i>. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB 23.1, shall be as <i>specified in the BDS</i>.</p> <p>27.2 Before opening the bids the purchaser shall separate the envelopes of the bids received after the deadline of bid submission, the envelopes containing an application given for WITHDRAWAL, MODIFICATION of bids and the envelopes of bids duly registered. The bids received after the deadline of submission shall be returned to the concerned bidder unopened. Then envelopes marked “WITHDRAWAL” shall be opened first, read out, and recorded, and the envelope containing the corresponding Bid shall not be opened, but returned to the Bidder. If the withdrawal notice is not accompanied by a copy of the valid authorization pursuant to ITB 22.2, the withdrawal shall not be permitted and the corresponding Bid will be opened. Envelopes marked “MODIFICATION” shall be opened, read out, and recorded with the corresponding Bid. No Bid shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.</p> <p>27.3 All other envelopes shall be opened one at a time, and the following read out and recorded: the name of the Bidder and whether there is a modification; the Bid Prices (per lot if applicable), any discounts and alternative offers; the presence of a Bid Security, if required; if there is discrepancy between figure and words, description of such discrepancy; whether the bid form is signed by the bidder or his agent; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out and recorded at bid opening shall be</p>

	<p>considered for evaluation. No Bid shall be rejected at bid opening except for late bids, in accordance with ITB 25.1.</p> <p>27.4 The Purchaser shall prepare a record of the bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, any discounts and alternative offers if they were permitted; and the presence or absence of a Bid Security. The Bidders' representatives who are present shall be requested to sign the record. The omission of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be distributed to all Bidders who submitted bids in time, and posted on line when electronic bidding is permitted. The Bidders' representatives who are present shall also be requested to sign an attendance sheet.</p>
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E. Evaluation and Comparison of Bids

28. Confidentiality	<p>28.1 Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until publication of the Contract award; thereafter, information will be disclosed in accordance with ITB 40.1.</p> <p>28.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the Bids or Contract award decisions may result in the rejection of its Bid.</p> <p>28.3 Notwithstanding ITB 28.2, from the time of bid opening to the time of Contract award, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, it should do so in writing.</p>
29. Clarification of Bids	<p>29.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder with regard to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the Bids, in accordance with ITB 33.</p>
30. Deviations, Reservations, and Omissions	<p>30.1 During the evaluation of bids, the following definitions apply:</p> <ul style="list-style-type: none"> (a) "Deviation" is a departure from the requirements specified in the Bidding Document; (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements

	<p>specified in the Bidding Document; and</p> <p>(c) “Omission” is the failure to submit part or all of the information or documentation required in the Bidding Document.</p>
31. Determination of Responsiveness	<p>31.1 The Purchaser’s determination of the responsiveness of a Bid is to be based on the contents of the Bid itself, as defined in ITB 12.</p> <p>31.2 A substantially responsive bid is one that meets the requirements of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that,</p> <p>(a) if accepted, would:</p> <p>(i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in Section V, Schedule of Requirements; or</p> <p>(ii) limits in any substantial way, inconsistent with the Bidding Document, the Purchaser’s rights or the Bidder’s obligations under the proposed Contract; or</p> <p>(b) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive bids.</p> <p>31.3 The Purchaser shall examine the technical aspects of the bid in particular, to confirm that all requirements of Section V, Schedule of Requirements have been met without any material deviation or reservation.</p>
32. Non-material Non-conformities	<p>32.1 The Purchaser may regard a Bid as responsive even if it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirement set forth in the Bidding Document or if it contains errors or oversights that are capable of being corrected without affecting the substance of the Bid.</p> <p>32.2 Provided that a Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.</p> <p>32.3 Provided that a Bid is substantially responsive, the Purchaser shall rectify non-material non-conformities or omissions. To this effect, the Bid Price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-</p>

	<p>conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.</p> <p>32.4 If small differences are found such as in technical specification, description, feature which does not make the bid to be rejected, then the cost, which is calculated to the extent possible due to such differences, shall be included while evaluating bid.</p> <p>32.5 If the value is found fifteen percent more than the quoted amount of the bidder on account of small differences pursuant to ITB 31.4, such bid shall be considered unresponsive in substance and shall not be considered for evaluation.</p>
33. Correction of Arithmetical Errors	<p>33.1 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:</p> <ul style="list-style-type: none"> (a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above. <p>33.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected.</p>
34. Domestic Preference	<p>34.1 If the price of goods manufactured in Nepal, are higher up to ten percent than that of foreign goods, a margin of preference up to ten percent to the goods manufactured in Nepal shall be provided in the evaluation of the Bids.</p> <p>(This Clause shall be applicable only for GoN funded procurement.)</p>
35. Evaluation and Comparison of Bids	<p>35.1 The Purchaser shall evaluate and compare each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</p> <p>35.2 To evaluate a Bid, the Purchaser shall only use all the criteria and methodologies defined in this Clause and in Section III, Evaluation and Qualification Criteria. No other criteria or methodology shall be permitted.</p>

36. Post-qualification of the Bidder	<p>36.1 The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the Contract satisfactorily.</p> <p>36.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB 19.</p> <p>36.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the Bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.</p>
37. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids	<p>37.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>

F. Award of Contract

38. Award Criteria	<p>38.1 The Purchaser shall select to award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.</p>
39. Purchaser's Right to Vary Quantities at Time of Award	<p>39.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages <i>indicated in the BDS</i>, and without any change in the unit prices or other terms and conditions of the Bid and the Bidding Document.</p>
40. Notification of Intention to Award	<p>40.1 The Purchaser shall notify the concerned Bidder whose bid has been selected in accordance with ITB 38.1 within seven days of the selection of the bid, in writing that the Purchaser has intention to accept his/her bid and shall Inform via the Letter of Intention included in the Contract Forms and the information of name, address and amount of selected bidder shall be given to all other bidders who submitted the bid.</p> <p>40.2 If no bidder submits an application pursuant to ITB 43.1 within a period of seven days of providing the notice under ITB 40.1 the Purchaser shall accept the bid selected in accordance with ITB 38.1 prior to the expiry of bid validity period, and notification of award shall be communicated to the bidder to furnish the performance security and sign the contract within fifteen days.</p>
41. Performance Security	<p>41.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that</p>

	<p>purpose the Performance Security Form included in Section VIII, Contract Forms, or another form acceptable to the Purchaser.</p> <p>41.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.</p>
<p>42. Signing of Contract</p>	<p>42.1 The successful Bidder shall sign the contract in the form included in section VIII after the submission of performance security in accordance with ITB 41.</p> <p>42.2 At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding, and shall publish in an English/Nepali language newspaper or well-known and freely accessible website the results identifying the bid and lot numbers and the following information: (i) name of each Bidder who submitted a Bid; (ii) bid prices as read out at Bid Opening; (iii) name and evaluated prices of each Bid; (iv) name of bidders whose bids were rejected and the reasons for their rejection; and (v) name of the winning Bidder, and the Price it offered, as well as the duration and summary scope of the Contract awarded.</p> <p>42.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, within thirty days from the date of issuance of notification of award in accordance with ITB 40.2, requests in writing the grounds on which its bid was not selected.</p>
<p>43. Complaint and Review</p>	<p>43.1 If a Bidder dissatisfies with the Procurement proceedings or the decision made by the Purchaser in the intention to award the Contract, it may file an application to the Chief of the concerning Public Entity of the Purchaser within seven (7) days of having, receipt of such notice or decision making, for review of the proceedings stating the factual and legal grounds.</p> <p>43.2 An application filed after the deadline pursuant ITB 43.1 shall not be processed.</p> <p>43.3 The chief of Public Entity of the Purchaser shall, within five (5) days after receiving the application, give its decision with reasons, in writing pursuant to ITB 43.1:</p> <ul style="list-style-type: none"> (a) whether to suspend the procurement proceeding and the procedure for further proceedings to be adopted; or (b) whether or not to reject a application. <p>No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the Bid amount up to the value <i>as stated in BDS</i>.</p>

	<p>43.4 If the Bidder is not satisfied with the decision of the Public Entity in accordance with ITB 43.3, or the decision by the Public Entity is not given within five (5) days of receipt of application pursuant to ITB 43.1, it can, within seven (7) days of receipt of such decision, file an application to the Review Committee of the GoN, stating the reason of its disagreement on the decision of the chief of Public Entity and furnishing the relevant documents, provided that its Bid amount is above the amount as stated in ITB 43.3. The application may be sent by hand, or by post, or by courier, or by electronic media at the risk of the Bidder itself.</p> <p>43.5 Late application filed after the deadline pursuant to ITB 43.4 shall not be processed.</p> <p>43.6 Within three (3) days of the receipt of application from the Bidder, pursuant to ITB 43.4, the Review Committee shall notify the concerning Public Entity of the Purchaser to furnish its procurement proceedings and comments on the issue, pursuant to ITB 43.3.</p> <p>43.7 Within three (3) days of receipt of the notification pursuant to ITB 43.6, the Public Entity shall furnish the copy of the related documents along with its comment or reaction of complaint to the Review Committee.</p> <p>43.8 The Review Committee, after inquiring from the Bidder and the Public Entity, if needed, shall give its decision within one (1) month after receiving the application filed by the Bidder, pursuant to ITB 43.4.</p> <p>43.9 The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee <i>as stated in BDS</i> with the validity period of at least ninety (90) days from the date of the filing of application pursuant to ITB 43.4. Application filed without furnishing the security deposit shall not be processed.</p> <p>43.10 If the claim made by the Bidder pursuant to ITB 43.4 is justified, the Review Committee shall have to return the security deposit to the applicant, pursuant to ITB 43.9, within seven (7) days of such decision made.</p> <p>43.11 If the claim made by the Bidder pursuant to ITB 43.4 is rejected by the Review Committee, the security deposit submitted by the Bidder pursuant to ITB 43.9 shall be forfeited.</p>
44. Provision of PPA and PPR	<p>If any provisions of this document are inconsistent with Public Procurement Act (PPA), 2063 or Public Procurement Regulations (PPR), 2064, the provision of this documents shall be void to the extent of such inconsistency and the provision of PPA and PPR shall prevail.</p>

Section II. Bid Data Sheet

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A. Introduction	
ITB 1.1	Name of the Purchaser: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu.
ITB 2.1	Identification number of the Contract: PPCR/DHM/G/NCB- 17
ITB 2.1	Name of the Project: Building Resilience to Climate Related Hazards Project Name of the DP: World Bank Implementing Agency: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu Select one option as appropriate. World Bank funded
ITB 4.1	Bidders from the following countries are not eligible: As per the World Bank Procurement Guidelines
ITB 4.9	The foreign Bidder at the time of bid submission: <ul style="list-style-type: none"> ▪ shall submit Copy of firm registration or any other requirement. ▪ shall declare to submit at the time of contract agreement Vat Registration Certificate
ITB 5.1	Goods and related services to be supplied from following countries are not eligible: NA
ITB 5.1	A list of debarred firms is available at http://www.worldbank.org/debarr and www.ppmo.org.gov.np
B. Bidding Document	
ITB 8.1	For clarification purposes only, the Purchaser's address is: Attention: Saraju Baidya, Name of the Purchaser: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu. City/Town: Kathmandu District: Kathmandu Country: Nepal Telephone: +977-1-4433563/4433477/4432409 Facsimile Number: +977-1-4429919

	e-mail: ppcr.brch@dhm.gov.np ; rajendra_706@hotmail.com
ITB 8.1	The purchaser will respond in writing to any request for clarification provided that such request is received no later than ten (10) days prior to the deadline date for submission of bid.
ITB 8.2	<p>Pre-Bid meeting shall be organized.</p> <p>If a Pre-Bid meeting will take place, it will be at the following date, time and place:</p> <p>Date: June 25 , 2015</p> <p>Time: 14:00</p> <p>Place: Department of Hydrology and Meteorology, Building Resilience to Climate Related Hazards Project Project Management Unit, Nagpokhari, Naxal, Kathmandu,</p>
C. Preparation of Bids	
ITB 11.1	The language of the Bid is: English
ITB 12.1 (h)	<p>The Bidder shall submit the following additional documents with its Bid:</p> <p>Manufacturer's Authorization: For 1. Branded work station, 2. Branded server, 3. GIS software, 4. Remote sensing and image processing software, 5. Printer capable to print A0 Size, 6. Hand held GPS with Camera, and 7. Power backup system</p> <p>Joint Venture Authorization/ Agreement (if any)</p> <ol style="list-style-type: none"> Power of Attorney to sign the bid Bidder's registration must be for manufacturers or authorized Firm or dealer of the items of nature mentioned in the documents. Related Manual/Brochure / leaflet
ITB 14.1	Alternative Bids are not permitted.
ITB 15.2 (i)	<p>The price quoted shall be :</p> <p>The prices shall include all duties, taxes and other levies. The prices should be expressed in the term of CIP in Nepalese Rupees.</p>
ITB 15.2 (ii)	The final destination is: Department of Hydrology and Meteorology, Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu
ITB 15.2 (iii)	<p>The price of other incidental services :</p> <p>(i) in NRs</p> <p>(ii) in NRs</p> <p>(iii) in NRs</p> <p><u>Sub-total:</u> in NRs</p> <p>Grand Total to Department of Hydrology and Meteorology,</p>

	Nagpokhari, Naxal, Kathmandu NRs..... in NRs.
ITB 15.3	The prices quoted by the Bidder shall not be: adjustable
ITB 15.4	The incoterms 2010
ITB 17.1 (c)	<p>The Bidders shall submit: (Notary Certified)</p> <ul style="list-style-type: none"> ▪ Copy of Firm Registration Certificate ▪ Copy of Business Registration Certificate ▪ Copy of VAT and PAN Registration Certificate, ▪ Copy of Tax Clearance Certificate/Tax return submission evidence for the F/Y 2070/071 ▪ Self declaration of not being ineligible upto submission date.
ITB 19.2	A Manufacturer's Authorization letter is required for all the items listed in Section V Schedule of Requirements
ITB 19.3	The Bidder is required to include with its bid, evidence that it will be represented by an Agent in Nepal.
ITB 20.1	The bid validity period shall be 90 days.
ITB 21.1	The Bidder shall furnish a bid security, from "A" class commercial bank with a minimum of NRs. 650,000/-, which shall be valid for 30 days beyond the validity period of the bid.
ITB 21.2	If the Bidder wishes to submit the Bid Security in the form of cash, the cash should be deposited in Deposit Account No.: Not Applicable.
ITB 22.1	In addition to the original of the Bid, the number of copies is: Two
ITB 22.2	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of: Letter of Authorization/ Power of attorney.
D. Submission and Opening of Bids	
ITB 23.1	Bidders shall have the option of submitting their bids electronically.
ITB 23.1	If bidders submit their bids electronically, the electronic bidding submission procedures shall be: e-Bidding Procedure
ITB 24.1	<p>For bid submission purposes only, the Purchaser's address is:</p> <p style="text-align: center;">Department of Hydrology and Meteorology, Building Resilience to Climate Related Hazards Project, Project Management Unit, Nagpokhari, Naxal, Kathmandu,</p>
ITB 24.1	<p>The deadline for bid submission is:</p> <p>Date: -July 12, 2015</p> <p>Time:12:00 noon</p>
ITB 24.1	If the last date of purchasing, submission and opening of Bid falls on a government holiday then the next working day shall be considered as the last day without any change in the time and place as fixed.
ITB 27.1	The bid opening shall take place at:

	Date: July 12, 2015 Time: 14:00 Hrs Place: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project, Procurement Unit, Nagpokhari, Naxal, Kathmandu,
ITB 27.1	If electronic bid submission is permitted in accordance with ITB 23.1, the specific bid opening procedures shall be: Bolpatra Procedure
E. Evaluation and Comparison of Bids	
F. Award of Contract	
ITB 39.1	The maximum percentage by which quantities may be increased is: 15% The maximum percentage by which quantities may be decreased is: 15%
ITB 43.3	No application can be submitted before the Review Committee for review against the decision made by the chief of the Public Entity for the bid amount up to the value of Nepalese Rupees 20,000,000 (Twenty million).
ITB 43.9	The Bidder, filing application pursuant to ITB 43.4, shall have to furnish a cash amount or Bank guarantee equal to 0.5% of its bid price.

Being World Bank funded project following additional provisions shall apply to National Competitive Bidding (NCB) procedure:

1. Bid documents shall be made available, by mail or in person, to all who are willing to pay the required fee.
2. Foreign bidders shall not be precluded from bidding and no preference of any kind shall be given to national bidders.
3. Bids shall be opened in public in one place, immediately after the deadline for submission of bids.
4. Qualification criteria shall be stated in the bidding documents, and if a registration process is required, a foreign firm declared as the lowest evaluated bidder shall be given a reasonable opportunity of registering, without let or hindrance.
5. Evaluation of bids shall be made in strict adherence to the criteria disclosed in the bidding documents, in a format and specified period agreed with the association and contracts shall be awarded to the lowest evaluated bidders.
6. Rebidding shall not be carried out without the prior concurrence of the association.
7. Extension of bid validity shall not be allowed without the prior concurrence of the association (a) for the first request for extension if it is longer than four (4) weeks and (b) for all subsequent requests for extension irrespective of the period.
8. There shall not be any restrictions on the means of delivery of the bids.

Section III. Evaluation and Qualification Criteria

Evaluation Criteria

Bids shall be considered non responsive, if;

- a. The bid does not comply with the instructions as specified in the instructions to bidders in the bid document and the notice published.
- b. Terms of payment and Designation of Delivery of the RS and GIS Laboratory Set-up is different from those specified in the bid document.
- c. All price quoted are in either not firm or conditional or not valid for the period specified in the bid document.
- d. There is a deviation in the specification of Delivery of the RS and GIS Laboratory Set-up proposed by the bidder from that specified in the technical specifications.

Delivery schedule : Relevant parameters of delivery :

- (i) Earliest: 5 months
- (ii) Acceptable: 6 months
- (iii) Final:.

Deviation in payment schedule: **Delayed days compensation shall be calculated @ 0.05% of Bid price perday.**

Cost of spare parts: The tenderer shall provide a full list of spares with prices which will be valid for at least two years after the Final Acceptance.

1. Initial year of operation is: Provide a warranty for the system components for two years after a successful completion of the operational test (the final acceptance)
2. Supply tools and spares needed for the first five years of operation
3. Spare parts and after sales service facilities: To designate an agent in Kathmandu to provide a guarantee that all system components being delivered will have a maintenance support for at least 10 years after the final acceptance (better to delate here and keep as a condition only)

Qualification Criteria

- a) The offered goods/equipment (hardware and software) shall be latest and in current production for a minimum of six months. If the offered model is a new, the manufacturer must have experience in producing the similar model for a minimum of 2 years.
- b) The bidder shall furnish, as part of its bid documents establishing the eligibility and conformity to the bidding documents of offered goods/equipment which the bidder proposes to supply under the contract.
- c) The bidder shall furnish, a list of users who had purchased same/similar goods/equipment in last 3 years, and number of equipment sold to them, the contract amount.
- d) The Bidder shall have a minimum of last three (3) years specific experience in the supply of similar Goods and related services of nature, quantity and of contract amount to government entities or private enterprises.
- e) The average annual turnover during last three years NRs 5.0 million.
- f) The minimum amount of liquid assets or working capital or credit facility NRs 3 or 13 million
- g) The Net worth of the Bidder should be positive as on the end of Fiscal year 2070-71 (or last fiscal year) to justify the reputation and financial worthiness of the Bidder. The latest audited Balance Sheet of last three years should be attached with the bid.
- h) Certificate drawn up after inspecting the goods to be procured by the competent quality control institution or recognized agency in respect of the specifications and quality of such goods
- i) All pending claims, arbitration, or other litigation shall represent in total not more than 50 (fifty) percent of the Bidder's net worth.
- j) Bids submitted by a bidder other than the manufacturer in respect of listed major items (1.Branded work station, 2. Branded server, 3. GIS software, 4. Remote sensing and image processing software, 5. Printer capable to print A0 Size, 6. Hand held GPS with Camera, and 7. Power backup system) shall be accompanied by a letter from the manufacturer (Manufacturer's Authorization letter – in Section iv Bidding Forms) stating that the bidder is the authorized agent of the said manufacturer for this bid.
- k) The Bidder are required to state clearly the specifications of his proposed offered goods/equipment, alternatives, if any. Compliance with or variation from the buyer's requirement of the technical specifications shall be duly filled in and signed in the offered specification column of the technical specification supported by relevant technical catalogue /leaflet/brochure.
- l) The Bidder must sign in Bid Form, and the Price Schedule of the Bid Document. Any erasure or changes shall be initialed by the person signing the Bid.

Section IV. Bidding Forms

Section IV. Bidding Forms

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1. Bid Submission Form

(The Bidder shall accomplish the Bid Submission Form in its Letter Head Clearly showing the Bidders Complete name and address)

Date: _____

Contract No.: _____

Invitation for Bid No.: PPCR/DHM/G/NCB-17

To: Department of Hydrology and Meteorology
Building Resilience to Climate Related Hazards Project
Project Management Unit, Babarmahal, Kathmandu,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____;
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in the Schedule of Requirements, the following Goods and Related Services: Delivery of the RS and GIS Laboratory Set-up _____;
- (c) The total price of our Bid, excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

- (e) Our Bid shall be valid for a period of _____ days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to obtain a Performance Security in the amount of _____ percent of the Contract Price for the due performance of the Contract;
- (g) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (h) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the GoN;
- (i) The following commissions, gratuities, or fees, if any, have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient

Address

Reason

Amount

(If none has been paid or is to be paid, indicate "none.")

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We declare that we are not ineligible to participate in the procurement proceedings; have no conflict of interest in the proposed procurement proceedings and have not been punished for a profession or business related offense.
- (m) We agree to permit GoN/DP or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the GoN/DP.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

2. Bidder's Information Form

[The Bidder shall fill in this Form. No alterations to its format shall be permitted and no substitutions shall be accepted. In case of joint venture, each partner shall fill the information in separate form.]

Date:[insert date (as day, month and year) of Bid Submission]

Page _____ of _____ pages

1.	Bidder's Legal Name	
2	Bidder's Address:	
3	Bidder's Country of Registration:	
4.	Bidder's Year of Registration:	
5.	Bidder's Legal Address in Country of Registration	
6.	Bidder's Authorized Representative Information: Name: Address: Telephone/Fax numbers: Email Address	
7	Bidder's Telephone/Fax numbers:	
8	Bidder's Email Address:	
	Attached are copies of the following original documents. <input type="checkbox"/> 1. Firm Registration Certificate <input type="checkbox"/> 2. Authorization to represent the firm	

3. Joint Venture Information Form

Lead Partner	Name of the Lead Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
Partner	Name of the Partner in Joint Venture: Share of the Lead Partner: Place of Firm Registration: Place of Business Registration: Percentage of Partnership:	
	Name of the partner authorized to sign the Bid:	

4. Financial Situation Form

Financial Data for Previous 3 Years (in NRs)		
Year 1: 2068/069	Year 2: 2069/070	Year 3: 2070/071

Information from Balance Sheet

Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			

Information from Income Statement

Total Revenues			
Profits Before Taxes			
Profits After Taxes			

☐ Attached are copies of financial statements (balance sheets including all related notes, and income statements) for the last three or above years, as indicated above, complying with the following conditions?

- Historic financial statements must be audited by a certified accountant.
- Historic financial statements must be complete, including all notes to the financial statements.
- Historic financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

5. Average Annual Turnover Form

The information supplied should be the Annual Turnover of the Bidder in terms of the amounts billed to clients for each year for work in progress or completed to NRs at the end of the period reported.

Annual Turnover Data for the Last 3 Years	
Year	Amount (in NRs)
2068/069	
2069/070	
2070/071	
Average Annual Turnover	

6. Financial Resources Form

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, available to meet the total cash flow requirements of the subject contract

Financial Resources		
No.	Source of financing	Amount (in NRs)
1		
2		
3		

Note:

The letter from the Bank must be unconditional.

7. Pending Litigation Form

Each Bidder or member of a JV must fill in this form

Year	Matter in Dispute	Value of Pending Claim in NRs	Value of Pending Claim as a Percentage of Net Worth

8. Specific Experience Form

Bidder's Legal Name: _____

Date: _____

IFB No.: _____

Page _____ of _____ pages

Similar Contract	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total Contract amount	_____		Currency_____
Description of the works performed by the Bidder			
If partner in a JV or subcontractor, specify participation of total Contract amount	_____%	_____	Currency_____
Employer's Name:	_____		
Employer's Address:			
Employer's Telephone/fax number:	_____		
Employer's E-mail:	_____		

The Bidder shall complete this form for each contract completed/in progress.

Price Schedules

Price Schedule For Goods

Contract Identification Number _ PPCR/DHM/G/NCB- 17

Name of Bidder _____

Item	Description (Name of Goods or Related Services)	Country of Origin	Quantity	Unit price1 CIP (in NRs)		Total price EXW (in NRs) (cols. 4x5)
				In Figure	In Words	
1	2	3	4	5		4x5=6
A. RS and GIS software and hardware						
1.	Branded work station high end applications with 2 monitor in each system		6 Nos.			
2	Branded server		2 Nos.			
3	GIS software with 3 users		1 No.			
4	Remote sensing and image processing software with 3 Users		1 No.			
5	Printer of popular brand capable to print maps and charts at least A0 Size (Color and B/W).		1 Nos.			
6	Hand held GPS with 3.5 m Pixel Camera		4 Nos.			
7	Power backup system (UPS) capable to operate 6 PCs and a printer at least 5 hours. smoothly. (with require battery and battery Rack)		2 Nos.			
8	System support and user manual development		1 years.			
9	Training (theoretical and practical) for all software		10 Persons.			
10	LCD projector with screen		1 Nos.			
11	Air conditioner 2 tons		2 Nos.			
12	Large LED monitor 55 ‘‘		1 pcs.			
Sub-Total						
Item	Description (Name of Goods or Related Services)	Country of Origin	Quantity	Unit price2 EXW (in NRs)		Total price EXW (in NRs) (cols. 4x5)
				In Figure	In Words	
B GIS Lab furnishing and Setup						
1	Furniture Tables, Steel frame wheel chairs Cub boards, Book rack large size, Map racks, Accessories Rack for		Provisional Sum (PS)			10,00,000/-

#.....a provisional sum of 10,00,000.....

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

	newsletter and journals , Table for switches and other Accessories for lab operation as appropriate					
2	Carpeting and curtaining and electric work with the light bulb ,switch, new cabling for UPS		Tentative Standard Carpeting & Curtaining for 2 nos space.	Provisional sum		450,000/-
3	Networking		LAAN with cables, switches 4 nos& necessary accessories			
4	ISP internet service		12 m / 2 mbps with all manageme nt with security 24/7			
5	Miscellaneous		Stationaries , maps, reports, and other contingenc y cost			
	Sub-Total					
	Total					
	VAT					
	Grand Total					

7

#.a Provisional Sum (PS) of 10, 00,000 and 450,000:

Provisional Sum (PS) shall only be used, in whole or in part, in accordance with the Purchaser's instructions and the Contract Price shall be adjusted accordingly. Materials or services to be purchased under (PS) by the Contractor, which shall be included in the Contract Price are as under:

- (i) the actual amounts paid by the Contractor, and
- (ii) a sum for Contractor's overhead charges calculated as a fixed percentage (7 percent) of these actual amount paid by contractor.

The Contractor shall under (PS) expenditure, when required by the Employer, produce quotations, invoices, vouchers and receipts in substantiation to account for actual amount paid.

Note: Unit price shall include all custom duties and taxes, transportation cost to the final destination and insurance cost The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Bid Security

[This is the format for the Bid Security to be issued on the letterhead by a "A" class commercial bank specified by Nepal Rastra Bank]

[Insert Bank's Name and Address of Issuing Branch or Office]

Date: *[insert date]*

Beneficiary: Ministry of Science, Technology and Environment

Department of Hydrology and Meteorology,

Building Resilience to Climate Related Hazards Project (BRCH)

Nagpokhari, Kathmandu,

BID GUARANTEE No.: *[insert number]*

We have been informed that *[insert name of the Bidder]* (hereinafter called "the Bidder") intends to submit its bid to you (hereinafter called "the Bid") for the execution of Delivery of the RS and GIS Laboratory Set-up under Invitation for Bids No. PPCR/DHM/G/NCB-17 ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount in figures]**[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the *Purchaser* during the period of bid validity, (i) fails or refuses to execute the Contract, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; and (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty (30) days after the expiration of the Bidder's bid which comes to be *[insert the date]*.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid Security for and on behalf of _____

Date _____

Manufacturer's Authorization Letter

[This letter of authorization should be on the letterhead of the manufacturer and should be signed by the person with the proper authority to sign documents that are binding on the manufacturer]

Date:

IFB No.: PPCR/DHM/G/NCB-17

To: Department of Hydrology and Meteorology
Building Resilience to Climate Related Hazards Project
Project Management Unit, Nagpokhari, Kathmandu,

WHEREAS _____ who are official manufacturers of _____ having factories at _____ do hereby authorize _____ exclusively to submit a Bid in relation to the Invitation for Bids indicated above, the purpose of which is exclusively to provide the following Goods, manufactured by us _____ and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm in reply to this Invitation for Bids.

Name _____

In the capacity of: _____

Signed _____

Duly authorized to sign the Authorization for and on behalf of _____

Date _____

Section V. Schedule of Requirements

Section V. Schedule of Requirements

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1. List of Goods and Related Services

Item No.	Name of Goods or Related Services	Description	Unit of Measurement	Quantity
1	RS and GIS software and hardware	Branded work station high end applications with 2 monitor in each system	Number	6
		Branded server	Number	2
		GIS software	Users.	3
		Remote sensing and image processing software	Users.	3
		Printer of popular brand capable to print maps and charts at least A0 Size (Color and B/W).	Nos.	1
		Hand held GPS with 3.5 m Pixel Camera	Nos.	4
		Power backup system (UPS) capable to operate 6 PCs and a printer at least 5 hours. smoothly. (with require battery and battery Rack)	Nos.	2
		System support and user manual development	Year	1
		Training (theoretical and practical) for all software	Persons.	10
		LCD projector with screen	Nos.	1
		Air conditioner 2 tons	Nos.	2
		Large LED monitor 55 "	Nos.	1

Item No.	Name of Goods or Related Services	Description	Unit	Quantity
2	GIS Lab furnishing and Setup	Furniture	Tables, Steel frame wheel chairs Cub boards, Book rack large size, Map racks, Accessories Rack for newsletter and journals , Table for switches and other Accessories for lab operation	Provisional Sum
		Carpeting and curtaining and electric work with the light bulb ,switch, new cabling for UPS	Tentative Standard Carpeting & Curtaining for 2 rooms' space.	Provisional Sum
		Networking	LAAN with cables, switches 4 numbers & necessary accessories	Lump Sum
		ISP internet service	12 m / 2 mbps with all management with security 24/7	Lump Sum
		Miscellaneous	Stationaries, maps, reports, and other contingency cost	Lump Sum

2. Delivery and Completion Schedule

Delivery shall take place in compliance with the dates, duration, and locations indicated below:

Line Item No	Description of Goods	Quantity	Physical unit	Final Destination as specified in BDS	Delivery Date		
					Earliest Delivery Date	Acceptable Delivery Date	Bidder's offered Delivery date [<i>to be provided by the bidder</i>]
1.	2	3	4	5	6	7	8
1.	RS and GIS software and hardware	As stated in Requirements above	System	Nagpokhari, Naxal, Kathmandu, Nepal	5 (five) months	6 (Six) months	
2.	GIS Lab furnishing and Setup	As stated in Requirements above (Provisional sum)	Set	Nagpokhari, Naxal, Kathmandu, Nepal	-	6 (Six) months from the date of contract signing to final acceptance	

The delivery period shall start as of the date of signing the contract.

3. Technical Specifications

The purpose of the Technical Specifications (TS) is to define the technical characteristics of the Goods and Related Services required by the Purchaser. The TS, as a part of the schedule of Requirements (SR), constitute a Contract document and are, therefore, a part of the Contract. The Purchaser must prepare the TS and include them as a part of the Procurement Document, as applicable to each Contract.

SPECIFICATIONS for RS and GIS SOFTWARE And SPECIFICATIONS for HARDWARE

2. SPECIFICATIONS for GIS Software

Essential Functionality	Description of the functionality
Vector Data Support	Software to have RDBMS Read Write Support for Oracle, SQL Server, PostgreGIS, MySQL, Access and should not use one Proprietary Vector Data format
	To have (Read/Write) Support for Arc Coverage, Shape File and Read support for CAD, KML, GML, MapInfo data format WCS Data Server, WFS Data Server, WMS Data Server as well as streaming image protocol
	Must be able to export to all industry standard vector data formats (AutoCAD DWG and DXF, Micro station Design Files, GML, MapInfo Interchange Format, Shape File, Oracle Object within the Map Interface.
Raster Data Support	HDF, NRSA Superstructure format , Geotiff of size more than 2 GB, Oracle Spatial's GeoRaster format and all industry standard image formats should be available as Direct read option Compressed format like ECW , MrSID, JPEG2000
Vector Data Visualization & Display	The software solution must have option for On-the-fly projection, Multiple Map Viewer Windows, Spatial Filters, Map window tool Tips (based on existing attribute or user defined expression, Have all the standard option of symbol and style for each dataset. Support complex styles/symbology, Halos, User-Imported Pattern Fill, Hatch Fill styles, Different line type with user defined Das-gap Sequence, Animating Styles/symbology. Option to create Symbology and Style Library for distribution

Raster Data Visualization	<p>The software solution must have Drag-and-drop data loading to the viewer, Contextual Magnifier (lens magnifier), On-the-fly re-projection, Automatic statistics calculation option, Attribute-based criteria selection and display, Standard smoothing, edge enhancement and edge detection filters, creation of Image Footprint, Change Analysis tools like Swipe, Blend & Flicker; Measurement tool,</p> <p>Spatial profile for cross-section, surface distance and line-of-sight analysis.</p>
Raster Classification	Must have option for ISODAT Classifier
Image Compression	<p>Create ECW, A fast compression and de-compression data format which maintains image quality at very high compression levels.</p> <p>The compression to be lossy and loss lest with wavelet compression technology</p> <p>To have option export to JPEG2000 and MrSID Format</p>
Raster Batch Processing	Software to have option for raster batch processing. The command can be executed at a specific date & time, also command recorded can be applied to multiple image at one go , Record and repeat common functions
GPS Live link and Online Data Integration	<p>Drive View based on GPS coordinates in real time</p> <p>Must have option to display the Bing Maps map and able to publish data (Spatial + Attribute) in KML format and open in Google Earth.</p>
Construction Aids for Feature Editing	<p>The software solution to have following Construction Aids with keyboard shortcuts</p> <p>Bearing/Bearing Intersection, Delta X Delta Y, Delta X Delta Y From Point, Distance and Direction, Distance and Direction From Point, Distance/Distance Intersection, Orthogonal, Parallel To, X and Y , Perpendicular To , Distance Along Feature, Constrain by Length, Constrain tangent, Offset, Azimuth, Bearing, Deflection Angle.</p>
Vector Geometry Editing	<p>Trimming to Intersection</p> <p>Copy Parallel with a given Offset</p> <p>Extend to an Intersection</p> <p>Extend Two Lines to Intersection</p> <p>Inserting an Intersection</p> <p>Constructing a Circular Fillet, Flipping, Re-digitizing Geometry</p> <p>Moving Vertex Using Construction Aids</p>

	Convert line feature to Area feature
	Generate automatic line or polygon feature from Point Data or XY coordinate (GPS Data)
	Maintain relationships or coincident geometry while digitization and editing
	Break linear features automatically on placement/editing
	Create continuous surface from discrete vectors
	Using existing feature while digitization for Area feature
Snapping Options	Vector Snapping: Intersection Snap, End Point Snap, Vertex Snap, On Element Snap, Origin Snap, Midpoint Snap, Tangent Snap, Perpendicular Snap.
	Raster Snapping: Intersection Snap, End of Line Snap, Corner Snap, Open Symbol Snap, Closed Symbol Snap, Center Snap.
Attribute Editing	Bulk attribute Update using Expression, Update Attributes Using Text, Copy Attributes from one map layer to another, Calculate length, area, perimeter
Attribute Validation	Functionality to set up attribute validation rules which can be executed against the feature classes and attributes and the rules to be saved in different rule sets
	Functionality to set up attribute filters which may be of multi-value nature at times
Editing Environment	Support Queued Edits
	The GIS software to have facility to work in Multiuser Editing environment
Multiuser Data Management	Option for version management using default RDBMS (Like Oracle)
	Option to allows users to see changes made by other users in the Oracle/MySQL/PostgreSQL enterprise database If more than one user edits the same geospatial data, Software facilitates finding and resolution of any conflict or ambiguous edits in Oracle Database
Spatial Data Validation and Fixing	Functionalities of geometry validation against standard anomalies like Empty Geometry, unknown geometry, invalid geometry, too few vertices, uncontained holes, unclosed areas, overlapping holes, zero-length lines, zero-coverage's area, invalid coordinates, area loop, kickback/duplicate point, invalid geometry component.
	Functionalities of advanced geometry validation against specialized anomalies like kink, loop in line, short vector, null geometry, superfluous geometry component, fragmented geometry, duplicate feature.
	Functionalities to validate geometry for Z attributes against anomalies like area not enclosed in Z-plane, Z out of range, not monotonic, not flat, Z breaks, Z spike.

	Functionalities for Connectivity Validation like Undershoots, Overshoots, Node Mismatch, Unbroken Intersecting Geometry, Non-Coincident intersecting geometry, Nearly coincident geometry.
	Validate connectivity against some specialized anomalies like shared edge, shared face, sliver, gap, dead end.
	Option for Fix Connectivity like Trim Overshoots, Extend Undershoots, Break Crossing lines, Insert Vertex in crossing lines and should have the functionality to create and edit an xml file for the required validation rules set and which can be used for automatic validation.
	Option to create rule set for edge matching and for Conflation for Vector data
Survey Data Handling	Option for coordinate geometry key-in and digitizing tools for input and maintenance of linear and area feature data sources/ Option to key in Traverse data
	Extensive COGO functionalities
	Synchronize geometries option
	Proportioning Geometry functionality for rapid entry of subdivision plats and parcels maintenance updates
Image Processing & Enhancement	Resolution Merge - HPF,IHS,Modified IHS resolution merge, wavelet, subtractive
	Principal Component , convolution, non directional, focal analysis, texture, adaptive filter, statistical filter, LUT stretch, histogram equalization, histogram match,
Raster Vector Registration &	Georeferencing of any raster data using Affine, Polynomial (first to tenth order), Linear Rubber Sheeting. Automatic satellite Ephemeris parameter intake facility in Georeferencing, Reprojection. Support over 1000 projected coordinate systems and facility to add user defined spheroids and datum's (horizontal and vertical), datum transform must be available.
	Satellite Rigorous model support- World View I/II , Geoeye,IKONOS,OrbView,Quickbird ALOS Prism, ASTER, EROS etc.
	Satellite RPC Model support- Quickbird, Cartosat, Resourcesat , WorldView I/II, Geoeye,
	Support Registering Vector Data with Transformation method Affine and Helmert
Map Text	Option for automatically place text, Inserting Labels Interactively, Find Text Conflict, Advanced rule based Labeling option for Dynamic Label which

	quickly reposition as the user pans or zooms
Rule based Label Placement	Software to allow user to create rules for label placement and these rules should be shareable across the organization.
Vector GIS Analysis	Software to be fundamentally designed to perform dynamic, complex, ad hoc analysis. User must be able to create queries and nest them over each other, creating a stored logical workflow and also enables query results to change automatically in response to data changes.
	Attribute Query, Spatial Query, Join, Buffer Zone (Merged and Unmerged), Union, Analyzing Geometry
	Geocoding coordinates and address
	Spatial Intersection
	Spatial Difference
	Native Query (to perform server-based native querying on Oracle data server)
	Aggregation
	Software must have functionality like Functional Attributes which allows user to create new query-based attributes from read only/read-write data. These new attributes must be used as input for further analysis within the same functional query, or other analyses.
Map Layout	Must have all standard functionalities to create Map layout with Map book generation and Batch Plotting facility
Network Management	Allow to create associations between specific feature classes as well as rules controlling their geometric connectivity and the allowable number of connections (cardinality) through Advance Feature Modeling
	Option to Populate Connectivity tables for existing features
	Rules-based Digitizing, Editing and feature Validation option
	Functionality to define and perform network tracing and Analysis
	Dimensioning and labeling functions
	Proposed software to have Hydrological data processing capabilities (creation of flow direction, flow accumulation, watershed delineation and stream segmentation from DEM)
Hydrology	
Surface Interpolation	Proposed software supports Interpolation method like IDW, Ordinary Kriging, Ordinary Kriging Suite, Spline, Triangulation, Density
Conversion of Raster to Vector and Vice versa	Raster to Vector Conversion: Grid-to-Line Feature Data, Grid-to Point Feature Data, Grid-to Polygon Feature Data, Las formatted LiDAR to Text File
	Vector to Raster Conversion: Point Feature Data to Grid, Line Feature Data to

	Grid and Polygon Feature Data to Grid conversion.
Surface Tools	Proposed software able to Generate elevation artifacts from raster based elevation sources
	Aspect, Grade, Isoclines or Contour, Contour labeling, Curvature, Volume, View shed, Insolation, Update Geometry Z Value
Raster Calculator	Proposed software must offer Calculator which creates a new grid layer by applying mathematical and/or relational operations to one or more input grid layers.
Statistical Analysis	Proposed software must have Zonal, Focal and Regional features for measurement, characterization, and statistics.
GRID Analysis	Proposed software must compute the shortest path between two or more points based on distance, cost, terrain, or other attributes. Ideally suited for corridor planning and other types of least-cost routing, line-of-sight depictions
GRID Data Visualization	Proposed software must have following Visualization option Overlay, Colour Composite, Blending, Shaded Relief.

All Desktop software Licensing and facility

Descriptions
FLEXLM licensing Ability to Float Individual modules.

2. SPECIFICATIONS for IMAGE PROCESSING / REMOTE SENSING & Raster GIS SOFTWARE

1. The software must support the following raster and vector data formats:

Raster
GeoTIFF, ESRI GRID, ESRI GRID Stack, ESRI BIL, BIP and BSQ, JFIF (JPEG), DTED, CIB, CADRG, PIX, Mr.SID, ER Mapper Raster, Silicon Graphics FIT, Bitmap (.bmp), Portable Network Graphics (.png), IRS, Spot, NOAA, MODIS, HYPERION, ASTER, TM, Quick bird, Cartosat, ORBI Image & IKONOS/Cartosat/ORBIVIEW sensor Support. Oracle 10 G support.

Vector
ESRI ArcInfo coverages (8.x, 7.x, 6.x & 3.5), ARCGIS Geodatabases, ESRI Shape files, DXF, DWG, DGN/IGN files, ESRI SDE Vectors, TerraModel Project files (.pro). Oracle 10 G support.

2. The software must have the following Data Visualization tools:

Descriptions
<ul style="list-style-type: none"> ◆ Multiple image display types ◆ Overlay multiple data types (Unlimited data layers) ◆ Support for files over 2 GB in size ◆ Geographic linking & Sync Views ◆ Dynamic roam ◆ Dynamic North Arrow & Scale Bar ◆ Inset view <ul style="list-style-type: none"> - Highlight specific regions at higher detail - Annotate inside the inset - Configure position, size, style, and zoom ◆ Geo-Point tool ◆ Send view or map composition to Microsoft PowerPoint/Word or JPEG ◆ Fractional zoom, rectangle zoom and continuous zoom ◆ Continuous rotate ◆ Zoom to a specific scale ◆ On-the-fly resampling ◆ Image histogram modification tools ◆ Save and reload multiple LUTs ◆ Recode class values ◆ Filtering for thematic images (Neighborhood Analysis) ◆ Visual change detection between any data types <ul style="list-style-type: none"> - Swipe / Blend / Flicker ◆ Inquire cursor and inquire box, including MGRS support ◆ Measurement tool for points, lengths, angles, areas, perimeters, etc ◆ Profile tools like <ul style="list-style-type: none"> - Spectral profile for hyper spectral analysis - Spectral reference libraries - Spatial profile for cross-section, surface distance, and - Line-of-sight analysis

- ◆ Surface profile for rapid isometric surface views
- ◆ GPS live-link
 - Display location in Viewer based on NMEA-0183 communication
 - Drive View based on GPS coordinates in real time
- ◆ Batch Processing options (Record and Repeat common Functions)
- ◆ Interpolation techniques: linear or non-linear rubber sheeting
- ◆ GEO Raster Read/Write into ORACLE, MySQL and PostgreSQL 10g (Enterprise solutions)
- ◆ Create an unlimited number of ECW and JPEG2000 compressed images from input images with either export or direct-write.
- ◆ Support TIFF, BigTIFF, BigGeoTIFF and JPEG file reading and creation
- ◆ Open Bing Maps/ Open street maps within viewer and overlay with Image or vector data.
- ◆ Utilities for bulk and batch loading of raster and feature data to Oracle Spatial
- ◆ Populate open GeoRaster structure and metadata
- ◆ Extend GeoRaster structure with proprietary information
 - Geometric models such as RPCs
 - NITF metadata for advanced exploitation
 - Thumbnails to aid in geospatial selection
- ◆ Accepts imagery in any format that software can read
- ◆ Map input data and metadata to database attribute fields
- ◆ Load ESRI shape files into Oracle Spatial Geometry features
- ◆ Define/confirm Oracle Coordinate system
- ◆ Display Oracle Spatial reference ID (SRID) for selected file
- ◆ Spatial index
- ◆ The Oracle Spatial Table Manager:
 - Utility that helps you add, remove, and edit the different rows and columns associated with an Oracle Spatial Table.

3. The software must have the following General Tools and Utilities:

Descriptions

- ◆ File chooser mechanism
 - Recent list of files accessed
 - “Go to” list of directories accessed
 - Select multiple files at once
 - Preview thumbnail
 - “All Rasters” and “All Vectors” filters
- ◆ Quickly customize the interface to the production environment through the Preference Editor
- ◆ Text editor, Layer information tools, View binary data, Coordinate calculator
- ◆ Subset tool
- ◆ View Shed Analysis
- ◆ Customizable interface using my workflow, this is a set of tools which are selected by the user.
 - My workflow – each user or team can therefore define their own workflows
- ◆ Minimize Ribbon
- ◆ Quick access tools
- ◆ Minimize contents menus
- ◆ Dockable windows
- ◆ Changing interface colours
- ◆ Must be able to change the styles of the vector layers & symbols on the fly
- ◆ Ability to measure the height of features based on the layover / lean of the features from Calibrated Image
- ◆ Ability to measure the height of features based on the shadow.
 - Position of the Sun must be known (or can be derived based on the date and time that the image was captured)
- ◆ Ability to perform rule based classification.
- ◆ Must be able to save Viewer layouts, save projects and sessions

4. The software must have the following Vector Data handling capabilities:

Descriptions	
◆	ESRI Shape file and Arc Info coverage read/write/create
◆	Create points, arcs and polygons.
◆	Create and enter attribute data
◆	Cut, copy, paste, and delete
◆	Splining, densifying, and generalization
◆	Automatic feature extraction using different tracing modes like <ul style="list-style-type: none"> - Rubber band mode - Discrete Mode - Streaming Mode
◆	Re project to another projection

- ◆ Buffer Analysis
- ◆ Raster to vector conversion

5. The software must have the following Geometric Correction Tools:

Descriptions	
◆	Automatic geometric correction from valid ephemeris information
◆	Manual Georeferencing can be applied to any raster data <ul style="list-style-type: none"> - Affine - Polynomial (1st to 10th order) - Rubber Sheeting - Reprojection
◆	Edit Ground Control Points (GCPs)
◆	GCP selection from map, image, vector or keyboard
◆	Automatic coordinate conversion
◆	Automatic error reporting
◆	Automatic point prediction
◆	Image resampling to coordinate system
◆	Nearest Neighbor, Bilinear, or Cubic Convolution resampling
◆	User-defined pixel sizes, geographic subsets, etc.
◆	DLL extendible
◆	Support more than 55 projections
◆	Support more than 45 spheroids and 200 datum's
◆	Capabilities to add more spheroids and datum's
◆	Support for both standard and user-defined projection libraries, allowing thousands of projection systems to be defined
◆	Multiple CPU support (Multiprocessing)

6. The software must have Ortho-correction capability - Sensor-based modeling and single-frame ortho-correction:

Descriptions	
◆	Should support Cartosat, WV & SPOT sensors.
◆	Ortho-correction should be able to ingest external DEM.

7. The software must have the following Map Composer Capabilities:

Descriptions	
◆	To create or access individual custom maps of user-defined size.
◆	Add multiple data frames containing one or more data layers each
◆	Automatically generate grid ticks, lines and graticules
◆	Titles

- ◆ Neat lines, bounding boxes, symbols etc.
- ◆ Annotation
- ◆ Logos
- ◆ North arrows
- ◆ Scale bars
- ◆ Automatically generated legends
- ◆ User-definable styles
- ◆ Build customized map templates
- ◆ Industry-standard printer languages and devices

8. The software must have following Advanced Mosaicking Tool:

Descriptions
<ul style="list-style-type: none"> ◆ Advanced color balancing and matching capabilities to produce seamless mosaics. ◆ Stitch multiple images with: <ul style="list-style-type: none"> ➤ Differing or like resolution (pixel sizes) ➤ Differing or like projection systems ➤ Geometrically calibrated images ➤ Color balancing ➤ Manual or semi-automated ◆ Define abnormal areas for exclusion from processing ◆ Surface-fitting removes spatially varying illumination effects like Hot spots. ◆ Preview color balancing effects ◆ Histogram matching ◆ Use existing lookup tables (LUTs) to perform color balancing ◆ Automatic seam lines / Manual editing of seam lines ◆ Preview images, its outlines, overlap areas and cut lines ◆ Display the image names within the footprint for easier identification ◆ Full control over the algorithm applied at each image overlap region ◆ Output into a single file or cut into multiple files based on AOI's or vector layer. ◆ Specify output projection cell size and data type ◆ Multiple CPU support (Multiprocessing)

9. The software must have the following Image Processing and Spatial Analysis Tools:

Descriptions
<ul style="list-style-type: none">◆ Convolution filtering◆ Resolution merge (PAN + LISS)◆ Pan Sharpening Technique for WorldView-2 (8 band data)◆ Lookup table stretch◆ Histogram equalization◆ Histogram match◆ Principal components◆ Fourier analysis◆ Topographic analysis like Slope, Aspect, Shaded relief & Painted relief◆ Vector to raster and Vice versa

9. The software must have the following SURFACE Interpolation tools:

Descriptions
<p>A Surface tool provides an effective means of interpolating a continuous raster surface from discrete input data.</p> <ul style="list-style-type: none">◆ Multiple input data sources supported.◆ Interpolation techniques: linear or non-linear rubber sheeting (Delaunay Triangulation)◆ User-definable output

10. The software must have the following Multispectral Classification Tools:

Descriptions
<ul style="list-style-type: none">◆ ISODATA Classifier◆ K Means Classifier◆ Fuzzy classification◆ Rule based classification using ancillary information.

- ◆ Classifier like maximum likelihood, mahalanobis distance, parallel piped, Spectral Angle Mapper, Spectral Correlation Mapper or minimum distance rules
- ◆ Hybrid parametric/non-parametric classification
- ◆ Select, evaluate and edit signatures
- ◆ Signature creation
- ◆ User-defined AOI point, ellipse, rectangle, polygon, or polyline objects
- ◆ Sophisticated feature-space signature editing, extraction and evaluation
- ◆ Signature evaluation and manipulation
- ◆ Contingency matrices
- ◆ Separability measures
- ◆ User-specified bands per combination
- ◆ Univariate and covariance statistics
- ◆ Feature space (scatter gram) plotting
- ◆ User-specified band combinations
- ◆ Signature ellipse plotting
- ◆ Image to feature space linking
- ◆ Non-parametric signature extraction
- ◆ Signature merge, delete, and replace
- ◆ Set layers to use in classification process
- ◆ Manual editing of parallelepiped limits
- ◆ Set output class values, colors, apriori probabilities, and classification order
- ◆ Post-classification class editing
- ◆ Classification accuracy assessment
- ◆ Random or user-defined ground truth locations
- ◆ Automatically generate accuracy reports
- ◆ Kappa statistics, error matrices and accuracy totals

- ◆ Sub-pixel Classification
- ◆ Various techniques which are commonly used indices (band algebra formulas that enable easier information extraction from imagery).
- ◆ Discriminant Function Change (DFC) Detection
- ◆ Creates a pixel-based probability of change image. Produces greater accuracy

11. The software must have the following LIDAR Data processing capabilities:

Descriptions
<ul style="list-style-type: none"> ◆ Visualize, Analyze, and manage your point clouds. ◆ Allow you to simultaneously view point clouds in 2D,3D ◆ View by return and/or classification and/or file ◆ Style points by return, classification, elevation, file, RGB, intensity ◆ Standard Profile across and along a defined box ◆ Ability to roam the profile along a vector corridor ◆ Overall profile of corridor defined by a polyline ◆ Measure in Profile and export measurements ◆ Delete and reclassify selected points in Profile or 2D view with undo/redo ◆ Measure in 2D View or 3D View ◆ Area Operators for editing by selection (Constant Z, Bias) ◆ Point cloud metadata ◆ Read MrSID compressed LAS ◆ Add projection to point cloud ◆ RGB Encoding using ortho image. ◆ Ground Classification using slope and area rules ◆ Subset of LIDAR datasets ◆ Filter by classification ◆ Split and merge point clouds.

12. The software must have the following Raster GIS Analysis Tools:

Descriptions	
◆	Object-based graphical tool for the rapid definition of integrated raster and vector data analyses and spatial modeling.
◆	Use graphical flow charts to quickly perform sophisticated GIS analysis
◆	Combine GIS and image processing functions in the same spatial model
◆	Combine raster, vector and attribute data in a single model
◆	Apply a model to new data or a different geographical area at the push of a button
◆	Make use of python scripting
◆	Provide real-time preview
◆	Cut, copy, and paste objects
◆	Quickly modify and re-run your model
◆	Run a model directly or generate a script for integration with the main software.
◆	Support Different vector operators
◆	Calling Model into Model
◆	Publish the model as a Web Processing Service (WPS)
◆	Easily create simple User input dialogs and batch jobs
◆	Multiple CPU support (Multiprocessing)

13. The software must have the following Hyper Spectral Analysis tools:

Descriptions	
<p>Any user with access to hyper spectral imagery from which they wish to quickly extract material mapping information with the minimum of user interaction (and without the need for costly training in hyper spectral image processing theory) can benefit from the new Spectral Analysis tools:</p>	
◆	Standard task-based workflows
-	Anomaly Detection
-	Target Detection

- Material Mapping
- Material Identification
- ◆ Hyper spectral image preprocessing steps
 - Band wavelength/width specification
 - Bad band identification
 - Spectral subset
 - Spatial subset
 - Atmospheric Adjustment
 - Minimum Noise Fraction
- ◆ Spectral libraries provided
 - ASTER
 - JPL
 - USGS
 - Import new versions of the above libraries
 - Import SITAC libraries
 - Import SPECMIN libraries
- ◆ Spectral Analysis Workstation
 - Multi-pane workspace providing access to all the tools, functionalities and viewers for interactively analyze hyperspectral imagery, spectral signatures and other data displays
 - Three geospatially-linked views (main view, an overview view of the whole image extent and a zoom view showing magnified detail of a specific location)
 - Embedded Spectral Plot tools - Embedded Spectral Libraries - Drag and drop interaction between image pixels, plots and libraries
 - Access to all preprocessing and task processes
- ◆ Spectral Analysis Methodologies
 - Orthogonal Subspace Projection (OSP)

<ul style="list-style-type: none"> - Spectral Angle Mapper (SAM) - Spectral Correlation Mapper (SCM) - Constrained Energy Minimization (CEM)
◆ Bow & Tie correction (part of Importer)

14. The software must include the following Radar Analysis Functionalities

Descriptions
◆ Handle variety of different radar sensors including RADARSAT-1/2, ERS-1/2, RISAT-1, ENVISAT ASAR, ALOS PALSAR, TerraSAR-X, and COSMO-Sky Med
◆ Sensor merge
◆ Texture analysis
◆ Speckle removal
◆ Edge enhancement
◆ Wallis adaptive filter
◆ Luminance modification
◆ Slant-to-ground range adjustment
◆ Adjust to flat plain or user-defined spheroid
◆ Geocode-on-Ingest with no resampling of pixel values
◆ Radar Look Direction arrow to guide visual interpretation
◆ Real-time Edge Enhancement to directionally emphasize lineaments
◆ Real-time Level-Slice of histogram to delineate features of interest
◆ Automatic conversion of Level-Slice decisions to Shape file.
◆ Real-time Region Grow to extract feature perimeters
◆ Sun shading tool to identify different structures in the image
◆ Contain the area, perimeter, length and coordinate measurement tool and facility to save the measurement data.
◆ Facility to open online maps (such as: open street map, bing map etc.) and online ship tracking

maps as back ground of RADAR image.

- ◆ Image conversions (e.g. real and imaginary to magnitude and phase conversion)
- ◆ Radiometric calibration (e.g. Beta Naught image creation)
- ◆ Radar - Optical image fusion
- ◆ Radiometric terrain correction
- ◆ Brightness adjustment
- ◆ Polari metric Classification
- ◆ Coherence-to Incoherence Conversion
- ◆ Coherence-to-Inverse Coherence Conversion

15. The software must be capable with Google Earth Integration:

Descriptions
It should have a Google Earth tab within the interface if Google Earth is detected on the computer.
◆ Users should be able to match the Google Earth view through viewer software and even synchronize the views.
◆ Link and operate Google earth from Software viewer
◆ Users should also be able to export image footprints and annotation layers from this Image Processing software to KML files.
◆ Users should also be able to vector layers from this Image Processing software to KML files.

16. The software must have the following Parallel Batch Processing capabilities:

Descriptions
◆ Serial process capabilities, parallel processing capability. Up to four processes, such as reprojection, compression, or image enhancement functions should be able to run simultaneously for each Image Processing software license. Multiple floating licenses of Image Processing software may be accessed to go far beyond four parallel processes.
◆ Support distributed processing(like Condor) where Batch processing is supported

17. The software must have Floating licensing advantages:

Descriptions
◆ Ability to Float Licenses on to other machines on the network.
◆ Should be able to Float Individual modules.

18. The software must have the following attributes:

Descriptions	
◆	Must be completely a GUI software i.e. no Command Mode.
◆	GUI must be an Integrated Ribbon Interface and highly User friendly Interface.
◆	Common tools used throughout the suite
◆	Context-sensitive, Hypertext-linked On-Line Help

19. The software must include the Terrain Visualization and fly-through module with the following capabilities:

Descriptions	
◆	3D raster drape
◆	Drape Aerial photography, satellite imagery, scanned maps and thematic images
◆	3D vector drape using Arc info Coverage's.
◆	Navigate the scene using mouse controls or user-defined
◆	Create flight paths, create 3D movies, or “fly” automatically to a selected database feature
◆	Capabilities to add annotation, vector GIS layers, symbols, billboards, and texture mapped 3D objects to create realistic views of the study area.
◆	Create buildings by extending Arc Info coverage's or annotation in the “Z” direction using a user selected attribute as the height.
◆	Preprocesses data layers for faster, smoother fly-through and scene manipulation
◆	Perform indivisibility calculations
◆	Create 3D movies for presentations
◆	Overlay and control the opacity of multiple raster, vector, and annotation layers
◆	Query geographic location and pixel categories/values while moving the cursor across the 3D environment
◆	Query attributes for vector data rendered as 3D objects
◆	Modify styling for vector points, lines, or polygons rendered as 3D objects
◆	Display annotation text and symbols as “billboards”
◆	Interactive 3D stereo display mode

- ◆ Sky background and atmospheric fog options
- ◆ Sun position and lens flare simulation
- ◆ Simulate night-time and night-vision device environments
- ◆ Import realistic 3D models (e.g., 3D DXF, MultiGen Open Flight, etc.)
- ◆ Create flight paths to 3D models.
- ◆ Randomly place specified models in polygons
- ◆ Simulate fog, mist or smog
- ◆ Add water layers(s) to the scene

20. The software must include the following Automatic Synchronization/Rectification Tools

Descriptions
<ul style="list-style-type: none"> ◆ Automatic geo-referencing and edge-matching. ◆ Wizard based ◆ Embedded viewers and tools in the workstation provide rapid review of results. ◆ Module to support multi sensed, multi resolution data. ◆ Module to accept multiple input data for geo-referencing in a single project. ◆ Module to generate automatic points between input image(s) and reference image. ◆ Module to support edge matching method, where automatically points must be generated in the overlap region to pull misaligned features into alignment. ◆ Module to automatically open the referenced image and the output file in a viewer, where we can use the swipe/blend/flicker is used to check the matching.

21. The software must include the following advanced Radar Functionalities:

Descriptions
<ul style="list-style-type: none"> ◆ Handle variety of different radar sensors, including RADARSAT-1/2, ERS-1/2, RISAT-1, ENVISAT ASAR, ALOS PALSAR, TerraSAR-X, and COSMO-SkyMed ◆ Sensor model based ortho-rectification of RISAT, TERRASAR-X, RADARSAT and ERS-1,-2 imagery ◆ Optional orbit correction using three-dimensional GCP points ◆ Optional terrain distortion removal (if DEM is available) ◆ Optional radiometric correction based on surface slope (sigma-zero) ◆ A multi-projection capability allows users to translate data to and from different projections

- ◆ Automatic, softcopy output options are the best in the industry, and include TIFF or GeoTIFF, Digital Ortho quad (DOQ), GRASS and SDTS raster
- ◆ To extract terrain height information from stereo pairs of SAR satellite imagery for the generation of extremely accurate digital elevation models (DEMs).
- ◆ Use updated ephemeris data from the major data vendors
- ◆ Achieve accurate results without the use of ground controls
- ◆ Perform easy, wizard-based interferometric terrain extraction
- ◆ Create detailed, accurate terrain information
- ◆ Minimize the need for ground control points (GCPs) when creating DEMs

22. The software must include the following advanced Change detection Functionalities:

Descriptions	
◆ Use project-based workflows to manage:	
- Preprocessing	
- Change detection	
- Change filtering	
- Change results viewing & interpretation	
◆ Incorporate multiple change detection algorithms:	
- Magnitude	
- Tasseled Cap	
- Primary Color (RGB)	
- Single Band	
- Band Slope	
◆ Incorporate Change Thresholding:	
- Interactive Change	Threshold tool
Provides you with a more intuitive and dynamic way to set critical change thresholds	
- Automatic percent change threshold tool	
Allows rapid, repeatable automatic processing	
◆ Allow you to filter change results based on specific spatial and spectral characteristics,	

including:

- Spectral class
 - Material type
 - Area of change
 - Shape of change
- ◆ Provide misregistration filter to minimize the effect of false alarms due to poorly co-registered image pairs
 - ◆ Automatically crops analysis down to just the area in common to the image pair
 - ◆ Able to perform image to image radiometric normalization with accommodation for the effect of clouds and cloud shadow
 - ◆ Geo-linked windows that pan and zoom together with automatic synchronization
 - ◆ Ability to overlay of change results on top of original imagery
 - ◆ Change magnifier Tool that allows rapid investigation of before and after areas
 - ◆ Flicker and swipe tools available off the toolbar
 - ◆ Should have Contrast and Brightness enhancements tools easily applied to all image layers
 - ◆ Interactive spectral segmentation tool that allows for removal of spectral classes not of interest across entire image
 - ◆ Be able to export the change detection results to shape file format.
 - ◆ Customized display for the interpretation and monitoring of subtle changes of specific sites

23. The software must include the following functionalities for the collection, interpretation and visualization of 3D GIS information from stereo imagery.

Descriptions	
◆	Collect true, real-world 3D GIS data from triangulated/RPC's based Stereo Imagery.
◆	Time-saving, semi-automated feature collection tools for collecting roads, buildings and parcels
◆	Collect 3D information from any type of camera, including aerial, digital, and video.
◆	Directly collect and store 3D GIS data as 3D Shape files with Attributes.
◆	Options to automatically attribute information like length, area, perimeter during 3D data capture.
◆	Verify the accuracy of existing GIS vectors and digital stereo models

- ◆ Ability to directly output, and immediately use, 3D Shape files in Image Processing / Remote Sensing & GIS Products
- ◆ Simultaneously view 3D GIS in stereo and in a 3D perspective window.
- ◆ Support OpenGL and stereo-in-a-window technology
- ◆ Support Various 3D digitizing devices.
- ◆ Support anaglyph stereo and hardware stereo (i.e., stereo emitter, glasses, and stereo graphics card)
- ◆ Ability to adjust band combinations for color and multi-spectral stereo imagery
- ◆ User preferences and options can be set per user and remembered during work sessions
- ◆ Support options like continuous zooming, Automatic panning, Image roaming, Fixed cursor mode, Automated terrain following cursor.
- ◆ Sensor Support satellite sensors like WV, IKONOS, SPOT, and Cartosat.
- ◆ Adjust the color, size, and shape of the 3D floating mark
- ◆ Able to do measurements in 3D stereo environment.
- ◆ Options to Convert 2D Shape files to 3D Shape files & Vice versa
- ◆ Import and export existing GIS datasets using the flexible ASCII import capabilities

24. Licensing and facility

Descriptions
FLEXLM licensing Ability to Float Individual modules.

3. Specifications for Hardware

A. SPECIFICATIONS for Workstation

Description	Technical Specification	
	Required	Offered
Operating System	Windows® 8 64 bits or above with Anti Viruses and MS Office packages license Version	
Processor	Intel® Core I x 12 MB L3 cache 1333 MHz front side bus or above GX 4	
Chipset	Intel®	
Memory	16 GB 667 MHz DDR2 SDRAM	
Hard drive 1	1TB/72k or above	

Hard drive 2	1TB/72k or above	
Optical Drive	16X SATA DVD+/-RW	
Graphics cards	NVIDIA Quadro (2 GB) Dual ports with HDMI	
Network Card	Gigabit PCIe NIC	
Audio	High Definition Integrated	
Mouse	USB Laser Scroll Mouse	
Key board	USB Standard Keyboard	
Ports	Standard: 2 USB 3.0 1 IEEE 1394 1 microphone in 1 headphone Internal: 1 USB 2.0	
Power supply	650W 80 PLUS wide-ranging,	
Monitor	24-inch LCD Widescreen Flat Panel Monitor – 2 NOS	

B. SPECIFICATIONS for Branded server (IBM/HP/DELL)

Description	Technical Specification	
	Required	Offered
Processor	Intel Xeon Quad Core 2.4 GHz or higher	
Cache	8MB or higher	
Memory	16GB Memory , 1066MHz or higher	
Networking	One Broadcom 5716 dual-port Gigabit Ethernet	
Hard Drive	3 x 1TB 7.2K RPM Serial ATA 3Gbps 3.5-in Hot Plug Hard Drive	
Display	19" Monitor LCD or higher	
RAID	RAID 5 or Above	
Media Drive	DVD + /- RW with Dual Layer Write Capabilities	
Chassis	Up to 4 HDD Bays or above	
Power Supply	Dual standard	
Form Factor	Tower	
OS	Windows 2012 R2 or Above license	

C. SPECIFICATIONS for Power Back up Online UPS

Description	Technical Specification	
	Required	Offered
Output power capacity	3 KVA Online or Above	
Nominal output voltage	230V	
Output voltage	220 to 230V	
Output voltage Distortion	5% at full load	
Output Frequency	47 – 53 Hz	
Input Voltage	220/230/240AC (+25% / - 30%)	
Input Frequency	50/60 HZ	
Batteries with Rack	8* 12V, 100AH or Above	

D. SPECIFICATIONS OF Hand Held GPS

Description	Technical Specification	
	Required	offered
Physical dimensions	2.4" x 6.3" x 1.4" or Above	
Display type	65-K color TFT	
Battery	2 AA NiMH batteries	
Interface	high-speed USB and NMEA 0183 compatible	
Built-in memory	3.5 GB or Above	
Accepts data cards	MicroSD TM card or above	
Waypoints/favorites/locations	2000 or above	
Electronic compass	3-axis	
Camera	3.5 MP with autofocus; automatic geo-tagging or above	

E. SPECIFICATIONS OF Branded Plotter Printer A0 (Canon/HP/Epson)

Description	Technical Specification	
	Required	Offered
Plotter	Monochrome / Colour Wide format Inkjet AO Print	
Technology	FINE (Photolithography Inkjet Nozzle Engineering)	
Ink Supply Method	Tubing system (independent ink tanks)	
Nozzle Recovery System	Non-firing Nozzle Detection and Compensation	
Printer Controller	L-COA Controller	
Droplet Size	4 Picoliter	
Nozzle Pitch		
(Head Resolution)	1200dpi x Two Rows	
Media Cutter	Automatic horizontal cutting (Rotary cutter), independent unit	
Front-loading Manual Feed	0.07 - 0.8mm	
Roll Feed	0.07 - 0.8mm	
Media Core Sizes	Internal diameter of roll core:	
Maximum Roll Outer Diameter	150mm	
Front-loading Manual Feed	0.07 - 0.8mm	
Printer language	GARO (Graphic Arts language with Raster Operations), HP- GL/2, HP RTL	
Operating Systems	Windows 2000 / XP / Windows Vista Macintosh OS 9 / 10 (PowerPC or Intel)	
Standard (Built-in)	USB 2.0 Hi-Speed, 10 / 100Base-T / TX	
Certifications	ENERGY STAR (WW), RoHS Directive, IT ECO Declaration (Europe), WEEE, Executive Order of the President	

	of the United States of America, China RoHS directive	
Power Source	AC 200-240V, 50-60 Hz	
Roll Feed	0.07 - 0.8mm	
Media Core Sizes	Internal diameter of roll core:	
Maximum Roll Outer Diameter	150mm	
Front-loading Manual Feed	0.07 - 0.8mm	
Printer language	GARO (Graphic Arts language with Raster Operations), HP- GL/2, HP RTL	
Printer language	GARO (Graphic Arts language with Raster Operations), HP- GL/2, HP RTL	
Operating Systems	Windows 2000 / XP / Windows Vista Macintosh OS 9 / 10 (PowerPC or Intel)	
Standard (Built-in)	USB 2.0 Hi-Speed, 10 / 100Base-T / TX	
Certifications	ENERGY STAR (WW), RoHS Directive, IT ECO Declaration (Europe), WEEE, Executive Order of the President of the United States of America, China RoHS directive	
Power Source	AC 200-240V, 50-60 Hz	

F. SPECIFICATIONS for Normal Printer

Printer	Technical Specification	
	Required	Offered
Type	Color Printer	
Speed upto	Black: 25 ppm Color: 17 ppm	
Number of Nozzles	Black: 320 Color: 512 x 2(C/M),256(Y) Total: 1600	
Print Resolution	Black: 600 x 600 dpi Color: 4800 x 1200 dpi	
OS compatibility	Window 7/8 Windows XP/2000	
Standard Interfaces	USB 2.0 Hi-speed and PictBridge	
Ink Droplet Size	Picoliter Size: 2 and 5	
Physical Dimensions	17.2"(W)x11.9"(D)x5.7"(H)	
Color Set		
Buffer RAM	256 MB	
Media Width	Roll Feed:10"-24" (254mm-610mm)	
Media Thickness	0.07-0.8mm (2.8-31.4mil)	
Paper Size	A2, A3, A4	

G. SPECIFICATIONS for LCD Projector

Description	Technical Specification	
	Required	Offered
Power supply	100-240 V AC, 50/60 Hz	
Power consumption	297 W (0.47 W in Eco standby mode*1, 8.6 W in Network standby mode.)	
LCD panel	Panel size ----- Stand includes 1 Nos.	
	16 mm (0.63 inches) diagonal (16:10 aspect ratio)	
	14 mm (0.55 inches) diagonal (4:3 aspect ratio)	

Display method	Transparent LCD panel (x 3, R/G/B)	
Pixels	1,024,000 (1,280 × 800) x 3, Total of 3,072,000 pixels	
Lens	1.2x manual zoom, manual focus, F 2.10-2.25, f 19.11-22.94 mm	
Lamp	230 W × 1, lamp replacement cycle (lamp power: High, Normal/Eco): 3,000 hours/4,000 hours*2	
Brightness*3	2,500 lm (lamp power: High)	
Contrast*3	3,000:1 (full on/full off, lamp power: High, Iris: on)	
Resolution	1,280 × 800 pixels*4	
Keystone correction range	Vertical: ±30° (±20° when Real-Time Keystone)	
Installation	Ceiling/floor, front/rear	
Terminals	D-sub HD 15-pin (female) x 1 (RGB/YPBPR/YCBCR /S-VIDEO x 1)	
	RCA pin × 1 (Composite VIDEO)	
	RCA pin x 2 (L-R x 1) for VIDEO input	
	sub 9-pin (male) × 1 for external control (RS-232C compliant)	

H. SPECIFICATIONS for 55 inch LED monitor

Description	Technical Detail	
	Required	Offered
HD	Full 1080P(1920x 1080) or above	
Display screen	54"	

Connections	2 HDMI	
	1 USB	
	1 AV	
Remote	Standard	
Audio	Dolby /DTS 2.0	
Clear Motion	240 or Above	
Stand / wall hanging	Standard same brand	

I. SPECIFICATIONS for 2 tons AC (LG/Samsung/Haier)

Description	Technical Specification	
	Required	Offered
Nominal Capacity	2 ton	
Cooling capacity	7 kW \pm 2%	
Electricity input	230V/50Hz/Single Phase	
Coefficient of performance	3.5 (Minimum)	
Max. Ambient temperature	48 $^{\circ}$ C \pm 5%	
Moisture removal rate	2 \pm 10% litre/ hour	
Air flow rate	5.6 cmm (Min)	
Noise level	Noise level	
Indoor unit	Less than 45 db	
Outdoor unit	Less than 55 db	
Function modes	Auto/Cool/Fan/Dry – must have sleep and power saving modes	
Other	Automated vertical swing for horizontal louvers	
Compress	Rotary type	

Body surface	powder coated/high quality paint finish	
Air filtering unit	Activated carbon cartridge, dust proof and anti-bacteria filter	
Length of tubings	15 m or as per the installation requirement	
Remote	LCD display with night glow	
Voltage Stabilizer	Stabilizer having ISI quality certification and rating	

Particular	Details	Units
Furniture, Carpeting and curtaining	Table Teak/Seesham wood base table for Workstation and other related Equipment	10 Nos.
	Steel frame wheel chair Executive Revolving chair with chrome plated metallic base pneumatic height, back adjustment and arms Rexene seat.	15 Nos.
	Cupboard	1 Nos.
	Book rack large size,	1 Nos.
	Accessories rack for newspaper	1 Nos.
	Rack for Journal	1 Nos.
	Table for switches accessories small size	3 Nos.
	Tentative standard carpeting and curtaining	2 Nos. room
Electric work with the light bulb ,switch, new cabling for UPS	Tentative standard electric connective Job and decoration	2 Nos. room
Networking	LAAN with cables, & necessary accessories, Rj 45 connector	1 Sets
	switches	4 nos
ISP internet service	12 m / 2 mbps with all management with security 24/7	

Also there is:

“Appendix -1” which specifies the **general requirements** valid for the RS and GIS Laboratory Setup. It also forms a part of bid document.

4. Drawings

- The purpose of drawings is to specify locations, dimensions, materials to be used, stages of manufacturing, and other characteristics of the Goods and Related Services.
- The Purchaser requires the Supplier to provide a project execution plan by the Tenderer. The plan should also include a drawing indicating the laying out of laboratory room plan for Purchaser’s approval before installation and commission schedule commences.

5. Inspections and Tests

The following inspections and tests shall be performed at final acceptance:

- a) The purchaser shall appoint an Inspection Committee/Inspection Officer to inspect the goods delivered by the Supplier under this contract. The inspection shall be carried out at the place of delivery soonest possible after the arrival of the complete consignment and not later than fifteen days from the date of receipt of notification from the Supplier stating that the goods are ready for inspection.
- b) The Supplier or his representative shall be responsible for testing and demonstrating to the Purchaser's Inspection Committee that the goods meet the specification requirements.
- c) All expenses involved in demonstrating compliance of the offered goods to the specifications shall be at the expense of the Supplier. Should there be any defect in material or workmanship, the Supplier will correct or cause to be corrected such defects or deviation from the contract requirement at his own expenses within thirty days from the date of such inspection.
- d) The Supplier shall be completely responsible for the goods until accepted by the Purchaser and should there be any items missing (according to the Invoice and/or packing list) as compared to contract requirements of such items, or if any item is or damaged, the Supplier shall restore the same. As soon as the goods have been found to meet all the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said goods shall be enforced from the date of this certificate..

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

1. Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (a) “Contract” means the Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. (c) “Contract Price” means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract. (d) “Day” means calendar day. (e) “Delivery” means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract. (f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract. (g) “GCC” means the General Conditions of Contract. (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (i) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC). (j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC. (k) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the Supplier under the Contract. (l) “SCC” means the Special Conditions of Contract. (m) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
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	<p>(n) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.</p> <p>(o) “GoN” means the Government of Nepal.</p> <p>(p) “The Site,” where applicable, means the place named in the SCC.</p> <p>(q) “Bid” , “Bidders” and “Tender” , “Tenderers” respectively have been used interchangeably in different parts of document to denote the same expression</p> <p>(r) PS means “Provisional Sum” elaborated in SCC.</p>
2. Contract Documents	<p>2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.</p>
3. Fraud and Corruption	<p>3.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 14 days notice to the Supplier, terminate the Supplier's employment under the Contract and the provisions of Clause 34.1 shall apply.</p> <p>3.2 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist the Bidder/Supplier for its conduct up to three (3) years on the following grounds and seriousness of the act committed by the Bidder/Supplier:</p> <p>(a) if it is established that the Supplier has committed substantial defect in implementation of the Contract or has or has not substantially fulfilled its obligations under the Contract</p> <p>For the purposes of this Sub-Clause:</p> <p>(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>(ii) “fraudulent practice”³ is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>(iii) “collusive practice”⁴ is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p>

³ a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.

⁴ “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

	<p>(iv) “coercive practice”⁵ is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>(v) “obstructive practice” is</p> <p>(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a GoN/DP investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or</p> <p>(bb) acts intended to materially impede the exercise of the GoN/DP’s inspection and audit rights provided for under ITB Clause 3.5 and GCC Clause 25.</p> <p>3.3 Without prejudice to any other rights of the Purchaser under this Contract, GoN may blacklist a Bidder/Supplier for its conduct for a period of one (1) to three (3) years on the following grounds and seriousness of the act committed by the bidder:</p> <p>(a) if it is established that the Supplier committed acts specified in ITB 3.2,</p> <p>(b) if it is established later that the Bidder has committed substantial defect in implementation of the contract or has not substantially fulfilled its obligations under the contract or the completed work is not of the specified quality as per the contract.</p>
4. Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p> <p>4.2 Incoterms</p> <p>(a) The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by Incoterms.</p> <p>(b) EXW shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce at the date of the Invitation for Bids or as specified in the SCC.</p> <p>4.3 Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties</p>

⁵ a “party” refers to a participant in the procurement process or contract execution.

	<p>with respect thereto made prior to the date of Contract.</p> <p>4.4 Amendment</p> <p>No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.</p> <p>4.5 Nonwaiver</p> <p>(a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p> <p>(b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p> <p>4.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
5. Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
6. Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. A bidder can submit only one bid either as a partner of the joint venture or individually. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>

7. Notices	<p>7.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>7.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.</p>
8. Governing Law	<p>8.1 The Contract shall be governed by and interpreted in accordance with the laws of Nepal.</p>
9. Settlement of Disputes	<p>9.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>9.2 If the parties fail to resolve such a dispute or difference by mutual consultation within thirty (30) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.</p>
10. Scope of Supply	<p>10.1 Subject to the SCC, the Goods and Related Services to be supplied shall be as specified in Section V, Schedule of Requirements.</p>
	<p>10.2 Unless otherwise stipulated in the Contract, the Scope of Supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.</p>
11. Delivery	<p>11.1 Subject to GCC Sub-Clause 31.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section V, Schedule of Requirements. The details of documents to be furnished by the Supplier are specified in the SCC.</p>
12. Supplier’s Responsibilities	<p>12.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 10, and the Delivery and Completion Schedule, as per GCC Clause 11.</p>
13. Purchaser’s Responsibilities	<p>13.1 Whenever the supply of Goods and Related Services requires that the Supplier obtain permits, approvals, and import and other licenses from public authorities in Nepal, the Purchaser shall, if so required by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.</p> <p>13.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC Sub-Clause 13.1.</p>
14. Contract Price	<p>14.1 The Contract Price shall be as specified in the Agreement</p>

	<p>subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.</p> <p>14.2 Prices charged by the Supplier for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.</p>
15. Terms of Payment	<p>15.1 The Contract Price shall be paid in Nepalese Currency.</p> <p>15.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 11 and upon fulfillment of all the obligations stipulated in the Contract.</p> <p>15.3 Payments shall be made promptly by the Purchaser, no later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and the Purchaser has accepted it.</p>
16. Taxes and Duties	<p>16.1 For goods supplied, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser</p>
17. Performance Security	<p>17.1 The Supplier shall, within fifteen (15) days of the receipt of notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.</p> <p>17.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>17.3 The Performance Security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser, and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.</p> <p>17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
18. Copyright	<p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.</p>
19. Confidential Information	<p>19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information</p>

	<p>furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.</p> <p>19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the Contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.</p> <p>19.3 The obligation of a party under GCC Sub-Clauses 19.1 and 19.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Donor for Donor funded project or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <p>19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.</p>
20. Subcontracting	<p>20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>20.2 Subcontracts shall comply with the provisions of GCC Clauses 3.</p>
21. Specifications and Standards	<p>21.1 Technical Specifications and Drawings</p> <ul style="list-style-type: none"> (a) The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and

	<p>other provisions of the Contract.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.</p> <p>21.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Requirements Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 32.</p>
22. Packing and Documents	<p>22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.</p> <p>22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
23. Insurance	<p>23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured, in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in the manner specified in the SCC.</p>
24. Transportation	<p>24.1 Unless otherwise specified in the SCC, obligations for transportation of the Goods shall be in accordance with the Incoterms specified in Sections V, Schedule of Requirements.</p>
25. Inspections and Tests	<p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Requirements.</p> <p>25.2 The inspections and tests may be conducted on the premises of</p>

	<p>the Supplier or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or in another place in Nepal as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 25.4.</p> <p>25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
26. Liquidated Damages	<p>26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under</p>

	<p>the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 34.</p>
27. Warranty	<p>27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>27.2 Subject to GCC Sub-Clause 21.1, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in Nepal.</p> <p>27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC.</p> <p>27.4 The Purchaser shall give Notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>27.5 Upon receipt of such Notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
28. Patent Indemnity	<p>28.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p>

	<p>(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>(b) the sale in any country of the products produced by the Goods.</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>28.3 If the Supplier fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
29. Limitation of Liability	<p>29.1 Except in cases of gross negligence or willful misconduct :</p> <p>(a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to</p>

	<p>the Purchaser; and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent infringement.</p>
30. Change in Laws and Regulations	<p>30.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Nepal where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.</p>
31. Force Majeure	<p>31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>31.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
32. Change Orders and Contract Amendments	<p>32.1 The Purchaser may at any time order the Supplier through Notice in accordance GCC Clause 7, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically</p>

	<p>manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and</p> <p>(d) the Related Services to be provided by the Supplier.</p> <p>32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>
33. Extensions of Time	<p>33.1 If at any time during performance of the Contract, the Supplier or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 11, the Supplier shall promptly, and at least seven (7) days before the expiry of procurement contract, notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>
34. Termination	<p>34.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 33; or</p> <p>(ii) if the Supplier fails to perform any other</p>

	<p>obligation under the Contract.</p> <p>(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, as defined in GCC Clause 3, in competing for or in executing the Contract.</p> <p>34.2 Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p> <p>34.3 Termination for Convenience</p> <p>(a) The Purchaser, by written Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(b) The Goods that are complete and ready for shipment within seven (7) days after the Supplier's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) To have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
35. Assignment	<p>35.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

Section VII. Special Conditions of Contract

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(i)	The Purchaser's country is: Nepal
GCC 1.1(j)	The Purchaser is: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project, Nagpokhari, Kathmandu.
GCC 1.1 (p)	The Site is: Nagpokhari, Kathmandu, Nepal
GCC 1.1 (q)	<u>Add "GCC 1.1 (q)" in definition</u> "Bid", "Bidders" and "Tender", "Tenderers" respectively have been used interchangeably in different parts of document to denote the same expression.
GCC 1.1 (r)	<u>Add "GCC 1.1 (r)"</u> PS is Provisional Sum; It shall be used as stated under Provisional Sum (PS) shall only be used, in whole or in part, in accordance with the Purchaser's instructions, and the Contract Price shall be adjusted accordingly. Materials or services to be purchased under (PS) by the Contractor, which shall be included in the Contract Price are as under: (i) the actual amounts paid by the Contractor, and (ii) A sum for Contractor's overhead charges calculated as a fixed percentage (7 percent) of these actual amount paid by contractor. The Contractor shall under (PS) expenditure, when required by the Employer, produce quotations, invoices, vouchers and receipts in substantiation to account for actual amount paid.
GCC 5.1	The language shall be: English
GCC 7.1	For <u>notices</u> , the Purchaser's address shall be: Name and Address of the Purchaser: Department of Hydrology and Meteorology Building Resilience to Climate Related Hazards Project Project Management Unit, Nagpokhari, Naxal, Kathmandu, <i>Telephone number: +977-1 4433563, 4433477, 4436272/4432409</i> <i>Facsimile number: +977-1 4429919</i> e-mail: rajendra_706@hotmail.com ppcr.brch@dhm.gov.np

	<p>For <u>notices</u>, the Suppliers's address shall be:</p> <p>Name and Address of the Supplier:</p> <p>Telephone number:</p> <p>Facsimile number:</p> <p>e-mail Address:</p>
GCC 9.2	<p>The formal mechanism for the resolution of disputes shall be: Rules and regulation of GON.</p> <p>A dispute of the procurement contract having contract price valuing up to one hundred million Rupees shall be resolved by the adjudicator and a dispute of the procurement contract having contract price more than that shall be resolved by a three-member dispute resolution committee.</p> <p>The adjudicator or dispute resolution committee shall deliver its decision within thirty days of submission of dispute before him/it stating the reasons and grounds for sustaining and not sustaining the claim of the concerned party.</p> <p>A party not satisfied with the decision shall start, within thirty days of such decision being made, the proceedings of resolving such dispute through arbitration.</p> <p>In the case of dispute between the Purchaser and the Supplier, the dispute shall be referred to arbitration in accordance with the rules of Nepal Council of Arbitration"</p>
GCC 10.1	<p>The Scope of Supply shall be defined in: As Specified in Schedule of Requirements</p>
GCC 11.1	<p>Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and send the following documents to the Purchaser:</p> <ul style="list-style-type: none"> a) Copies of the Supplier's invoice showing the description of the Goods, quantity, unit price, and total amount; b) Copy of packing list indentifying the contents of each package; c) Delivery note, railway receipt, or truck receipt; d) Manufacturer's or Supplier's warranty certificate; e) Certificate of origin; and f) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; <p>The Purchaser shall receive the above documents before the arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>

GCC 14.2	The prices charged for the Goods delivered and the Related Services to be performed shall be fixed for the duration of the contract.
GCC 15.1	<p>The terms of payment to be made to the Supplier under the contract shall be as follows:</p> <ol style="list-style-type: none"> 1. The payment shall be made: <ol style="list-style-type: none"> (a) through accounts division/unit of the Purchaser
GCC 15.1	<ol style="list-style-type: none"> 2. Payments shall be made in Nepalese Rupees in the following manner: <ol style="list-style-type: none"> a) On Delivery Eighty (80)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days of receipt of the Goods and upon submission of a claim supported by the documents specified in GCC 11.1 (a to e) b) On acceptance: Twenty (20)] percent. of the Contract Price of the Goods and related services delivered shall be paid within thirty (30) days upon submission of claim supported by the acceptance certificate issued by the Purchaser or its authorized person/s
GCC 17.1	The Supplier shall provide a Performance Security of five (5) percent of the Contract Price. The amount of the Performance Security shall be in Nepalese Rupees.
GCC 17.3	The types of acceptable Performance Securities are: A bank guarantee issued by "A" class commercial bank located in Nepal or reputable bank located abroad, acceptable to the Purchaser, in the format included in Section VIII, Contract Forms, Performance Security issued by foreign Bank must be counter – guaranteed by "A" class commercial Bank in Nepal.
GCC 17.4	Discharge of the Performance Security shall take place: in accordance with GCC Sub-Clause 17.4; after delivery and acceptance of the Goods, the warranty period will start and the performance security shall be discharged after completion of the Supplier's warranty obligations (i.e. Two (2) years from the date of acceptance) in accordance with Appendix for the Invitation to Tender.

GCC 22.2	<p>A complete packing list indicating the content of each package shall be enclosed in a water proof envelope and shall be secured to the outside of the packing case. In addition, each package shall be marked with indelible ink/paint in bold letters, as follows:</p> <ul style="list-style-type: none"> a. Contract number : b. Name and address of the Purchaser: c. Country of origin, d. Gross weight e. Net weight f. Package number of total number of packages g. Brief description of content <p>Upright markings, where appropriate, shall be placed on all four vertical sides of the package.</p> <p>All materials used for packing shall be environmentally neutral.</p>
GCC 23.1	<p>The insurance coverage shall be in an amount equal to 110 percent of the CIP price of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks, riots and/or Strikes.</p>
GCC 24.1	<p>Obligations for transportation of the Goods shall be in accordance with:</p> <p>The supplier is required under the contract to transport the Goods to a specified place of final destination, defined as the project site, transport to such place of destination including insurance and storage, as shall be specified in the contract, shall be arranged by the supplier, and related costs shall be included in the contract price.</p>

GCC 25.2	<p>Tests and Inspections specified in Section V, Schedule of Requirements, shall be carried out at the following times or milestones, and places:</p> <p>Goods: (Refer to Appendix-1) Type of Test: The reliability and functionality of the individual system items of hardware and software will be checked during an Operational Test (OT) as provided in Appendix-1 Time or Milestone: After arrival in the Purchaser's premises Place: Department of Hydrology and Meteorology, Nagpokhari, Kathmandu</p> <p>The following inspections and tests shall be performed at final acceptance:</p> <ol style="list-style-type: none"> The purchaser shall appoint an Inspection Committee to inspect the goods delivered by the Supplier under this contract. The inspection shall be carried out at the place of delivery soonest possible after the arrival of the complete consignment and not later than fifteen days from the date of receipt of notification from the Supplier stating that the goods are ready for inspection. The Supplier or his representative shall be responsible for testing and demonstrating to the Purchaser's Inspection Committee that the goods meet the specification requirements. All expenses involved in demonstrating compliance of the offered goods to the specifications shall be at the expense of the Supplier. Should there be any defect in material or workmanship, the Supplier will correct or cause to be corrected such defects or deviation from the contract requirement at his own expenses within thirty days from the date of such inspection. The Supplier shall be completely responsible for the goods until accepted by the Purchaser and should there be any items missing (according to the Invoice and / or packing list) as compared to contract requirements of such items, or if any item is or damaged, the Supplier shall restore the same. As soon as the goods have been found to meet all the requirements of the contract, the Purchaser shall issue a certificate of acceptance and the warranty period of the said goods shall be enforced from the date of this certificate
GCC 26.1	The applicable rate of liquidated damages shall be: <u>0.05 percent of the Contract Price per day.</u>
GCC 26.1	The maximum amount of liquidated damages shall be: <i>ten (10) percent of the Contract Price.</i>

GCC 27.3	The period of validity of the Warranty shall be: Two years (in accordance with Appendix-1)For the purposes of the Warranty, the place of final destination shall be: Department of Hydrology and Meteorology, Nagpokhari, Naxal, Kathmandu
GCC 27.5	The Supplier shall correct any defects covered by the Warranty within: <u>7 days</u> of being notified by the Purchaser of the occurrence of such defects. Procedure specified in Appendix 2

Section VIII. Contract Forms

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Letter of Intent

[on letterhead paper of the Employer]

..... *date.*

Notes on Letter of Intent

The issuance of Letter of Intent is the information of the selection of the bid of the successful bidder by the Employer and for providing information to other unsuccessful bidders who participated in the bid as regards to the outcome of the procurement process. This standard form of Letter of Intent to Award should be filled in and sent to the successful Bidder only after evaluation and selection of substantially responsible lowest evaluated bid.

To: *name and address of the Contractor*

Subject: *Issuance of letter of intent to award the contract*

This is to notify you that, it is our intention to award the contract *dated* for execution of the *name of the contract and identification number, as given in the Contract Data/SCC* to you as your bid price *amount in figures and words in Nepalese Rupees* as corrected and modified in accordance with the Instructions to Bidders is hereby selected as substantially responsive lowest evaluated bid.

Authorized Signature:

Name:

Title:

CC:

[Insert name and address of all other Bidders, who submitted the bid]

Letter of Acceptance

[on letterhead paper of the Employer]

..... *date*

To: *name and address of the Contractor*

Subject: *Notification of Award*

This is to notify that your Bid dated *date* for execution of the *name of the contract and identification number, as given in the Contract Data/SCC* for the Contract price of Nepalese Rupees [*insert amount in figures and words in Nepalese Rupees*], as corrected in accordance with the Instructions to Bidders is hereby accepted in accordance with the Instruction to Bidders.

You are hereby instructed to contract this office to sign the formal contract agreement within 15 days. As per the Conditions of Contract, you are also required to submit Performance Security, as specified in SCC, consisting of a Bank Guarantee in the format included in Section VIII (Contract Forms) of the Bidding Document.

The Employer shall forfeit the bid security, in case you fail to furnish the Performance Security and to sign the contract within specified period.

Authorized Signature:

Name and Title of Signatory:

Agreement Form

THIS AGREEMENT made on the [insert number] day of [insert month], [insert year], between [insert complete name of Purchaser] of [insert complete address of Purchaser] (hereinafter “the Purchaser”), of the one part, and [insert complete name of Supplier] of [insert complete address of Supplier] (hereinafter “the Supplier”), of the other part:

WHEREAS the Purchaser invited Bids for certain Goods and Related Services, viz., [insert brief description of the Goods and Related Services] and has accepted a Bid by the Supplier for the supply of those Goods and Related Services in the sum of NRs[insert amount of contract price in words and figures including taxes] (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Purchaser’s Notification to the Supplier of Award of Contract;
 - (b) the Bid Submission Form and the Price Schedules submitted by the Supplier;
 - (c) the Special Conditions of Contract;
 - (d) the General Conditions of Contract;
 - (e) the Schedule of Requirements; and
 - (f) [indicate other documents required]

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of “Nepal” on the day, month, and year indicated above.

Signed by [insert authorized signature for the Purchaser] (for the Purchaser)

Signed by [insert authorized signature for the Supplier] (for the Supplier)

Performance Security

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

WHEREAS [insert complete name of Supplier] (hereinafter “the Supplier”) has received the notification of award for the execution of [insert identification number and name of contract] (hereinafter “the Contract”).

AND WHEREAS it has been stipulated by you in the aforementioned Contract that the Supplier shall furnish you with a security [insert type of security] issued by a reputable guarantor for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

AND WHEREAS the undersigned [insert complete name of Guarantor], legally domiciled in [insert complete address of Guarantor], (hereinafter the “Guarantor”), have agreed to give the Supplier a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [insert currency and amount of guarantee in words and figures] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract, without cavil or argument, any sum or sums within the limits of [insert currency and amount of guarantee in words and figures] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the [insert day, month, year].

Name: [insert complete name of person signing the Security]

In the capacity of: [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of: [insert seal and complete name of Guarantor]

Date: [insert date of signing]

Advance Payment Security

[insert complete name and number of Contract]

To: [insert complete name of Purchaser]

In accordance with the payment provision included in the Contract, in relation to advance payments, [insert complete name of Supplier] (hereinafter called “the Supplier”) shall deposit with the Purchaser a security consisting of [indicate type of security], to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of [insert currency and amount of guarantee in words and figures].

We, the undersigned [insert complete name of Guarantor], legally domiciled in [insert full address of Guarantor] (hereinafter “the Guarantor”), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [insert currency and amount of guarantee in words and figures].

This security shall remain valid and in full effect from the date of the advance payment being received by the Supplier under the Contract until [(insert day, month, year) Contract completion date may be a basis for this date].

Name: [insert complete name of person signing the Security]

In the capacity of: [insert legal capacity of person signing the Security]

Signed: [insert signature of person whose name and capacity are shown above]

Duly authorized to sign the security for and on behalf of: [insert seal and complete name of Guarantor]

Date: [insert date of signing]

APPENDIX -1: General Requirements

(PPCR/DHM/G/NCB-17)

Introduction

This Appendix specifies the general requirements valid for the RS and GIS Laboratory Setup in the Department of Hydrology and Meteorology, Government of Nepal, under component 2.3. All requirements here are mandatory unless otherwise noted.

Scope of the work

Responsibilities of the tenderer

<p>The tenderer must provide equipment and services for the implementation of a real time data acquisition system. The tenderer is responsible for offering all works and supplying all accessories to ensure that the delivered system is ready for operation, even though such requirements may not be explicitly described in the invitation to tender. The tenderers must get all of the supplied items independently verified with the assistance of the SI and DHM.</p>	
<p>The tenderer shall, inter alia,</p> <p>4. Supply, install and commission the system specified in the invitation to tender</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>5. Supply tools and spares needed for the first five years of operation</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>6. Arrange tests during the delivery (factory acceptance test, site acceptance test, operational test)</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>7. Provide a warranty for the system components for two years after a successful completion of the operational test (the final acceptance)</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>8. Update all software procured during the warranty period</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>9. Provide a guarantee that all system components being delivered will have a maintenance support for at least 10 years after the final acceptance</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>10. Supply detailed operation and maintenance manuals</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>11. Provide classroom and lab training, including operation and maintenance procedures</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>

12. Provide a complete training set in an electronic form	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
13. Provide the country of origin for all major components and materials	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
14. Provide solutions for the electric supply and telecommunications which are appropriate for the infrastructure in Nepal.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>

Responsibilities of DHM

<p>DHM will be responsible for:</p> <ol style="list-style-type: none"> 1. Space availability 2. Obtaining governmental approvals as required for items specified in the bidding document 3. Assisting in import / customs clearance of the items to be imported that are not readily made available by the supplier 	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
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Delivery and completion schedules

The overall time period from the execution of the contract to the final acceptance is six months.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
A project execution plan shall be provided by the tenderer. The plan contains the laying out of laboratory room plan, procuring, delivery, installation and commission schedule and well as the proposed training programme. The tenderer shall provide revisions to the programme when necessary.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/> Annex.

Goods, materials, specifications and standards

All goods and materials shall be new, unused, and of the most recent models, and that they incorporate all recent improvements in design and materials.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
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<p>Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise agreed.</p> <p>Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The SI system of units is used throughout.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>

Manufacture, delivery, and installation

<p>The tenderer shall be responsible for loading, transporting, shipping and unloading of the equipment to be supplied under the contract from the point of manufacture to the final destination of delivery. The bidder shall also be responsible for any storage of the equipment in Nepal during any interim period between supply and transportation to laboratory location for installation.</p> <p>The tenderer shall provide such packing of the equipment as is required to prevent any damage or deterioration of goods during the delivery to the final destination.</p>	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
All equipment shall be surge protected as required. Equipment for lightning protection, such as conductors and ground rods, are part of the delivery.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
All accessories, tools and fixtures required for installation and dismounting/remounting of the equipment shall be treated as a part of the supply for each type of equipment.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
<p>The tenderer shall supply tools and spares needed for the first five years of operation. The tenderer shall ensure the availability of spares and maintenance services for a period at least 10 years after the Final Acceptance.</p> <p>The tenderer shall provide a full list of spares with prices which will be valid for at least two years after the Final Acceptance.</p>	<p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/> Annex.</p> <p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/> Annex.</p>

Testing and acceptance

It is the tenderer's responsibility to ensure that the equipment is sufficiently tested prior to shipment and installation. During final acceptance testing, the tenderer will have to demonstrate full functionality and performance of all system components according to specifications. Prior to final acceptance, all expenditures related to unsatisfactory performance of the equipment, such as the costs of repairs, additional site visits, shipping costs etc., will be at the tenderer's expenses. The costs for all tests and for all inspections to be made under the contract shall be borne by the tenderer and shall be deemed to be included in the contract price.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The system is to be inspected in-country, after clearing customs, to ensure that 100 percent of the shipment is received and delivered. The tenderer shall arrange for the receiving inspection appropriate storage facilities at Kathmandu, Nepal, maintained by the tenderer.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
Operational Test (OT). The reliability and functionality of the individual system items of hardware and software will be checked during an OT. The OT will continue for a period of 30 consecutive working days. During the OT, the various functional items shall achieve an availability figure specified in the contract to be signed. Furthermore, all functional requirements shall be checked to be working as specified. In principle, a failure of the OT shall result in the holding of a new OT after corrections by the supplier of the reasons for failure. The procedure shall be repeated until the OT is satisfactorily completed, after which the system receives its Final Acceptance and will be accepted into operational service.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>

Warranty

The warranty period shall be two years starting from the successful completion of the operational test.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
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Documentation

The tenderer shall submit full documentation, including user manuals and guidelines for operation and maintenance in English, for all equipment and software components supplied.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The manual shall be provided both as hardcopy (10 copies) and on an appropriate	Annex.

<p>electronic media.</p> <p>The documents will also be transformed in to a web-based helpline.</p>	
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Environmental

<p>All materials and equipment supplied under these specifications shall be suitable for being delivered, stored and operated under continental conditions with extreme changes of temperature between winter and summer and between day and night. It is the tenderer's responsibility that the offered equipment / configuration be appropriate for climatic conditions in Nepal, in particular:</p> <ul style="list-style-type: none"> • Temperature range: -10 °C to 45 °C • Humidity range: 0 to 100 % non-condensing 	<p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/></p> <p>Annex.</p> <p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/></p>
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Training

<p>The tenderer is required to provide a training programme for the system. At least the following training courses shall be offered:</p> <ol style="list-style-type: none"> 1. Operation and maintenance course for the system operators (one week) 2. Specialized maintenance course for the maintenance technicians (one week) <p>The tenderer to also propose any additional training that he considers critical for long term success of the system operations.</p> <p>The tenderer is expected to provide an outline of the contents of each of the required courses. The outline shall describe the specific topics to be covered for each day of the training period.</p> <p>The training course will take place at Kathmandu, Nepal, and/or at the system location.</p>	<p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/></p> <p>YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/></p>
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The classroom training, hands on experience and troubleshooting will be prepared as video for easy access and will be posted on the web. All training modules will be also provided as a media file (Windows Media Player Compatible) on an appropriate electronic media. DHM shall have permission to copy the multimedia training on an unlimited basis.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
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Maintenance and after sales service

The tenderer shall provide maintenance on all hardware and software items during the warranty period. All associated cost shall be part of contract price and bid price for evaluation.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The tenderer shall undertake preventive maintenance, and provide the preventive maintenance during the warranty period.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
Emergency maintenance shall be performed within three days upon notification of a system outage. Equipment not working for more than 7 days shall incur a deduction of NRS 10,000 per day beyond the first 7 days of the notification.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The tenderer shall provide monthly maintenance reports during the course of the maintenance period. (The monthly maintenance reports will cite system outages.)	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
On hand over of the complete system to DHM at the end of the maintenance period, the bidder shall supply a report specifying all faults experienced by the system together with an account of how such faults have been rectified.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
The maximum downtime (defined as number of days for which an item of equipment is not usable because of inability of the tenderer to repair it) for any item is taken as 30 days. In case an item is not usable beyond the stipulated maximum downtime the tenderer will be required to replace equipment.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/>
After the warranty period the tenderer shall offer maintenance support as requested by DHM. The tenderer shall specify the cost of the maintenance support.	YES <input checked="" type="checkbox"/> / NO <input type="checkbox"/> Annex.

Other requirements:

- References, tenderer shall list the deliveries during the last five years.
- Quality certificate, quality manuals, and environmental policy
- Cost issues
